

**SIGNATURE DOCUMENT FOR
THE HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. 529-16-0132-00023
UNDER THE
HEALTHY TEXAS WOMEN'S GRANT PROGRAM**

I. PURPOSE

The Health and Human Services Commission ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and Houston Area Community Services, Inc. ("Grantee" or "Contractor"), having its principal office at 2150 West 18th Street, Suite 300, Houston, TX 77008 (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Healthy Texas Women's Program ("Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter A, §§382.1-382.29.

III. CONTRACT PERIOD

The Contract will be effective on July 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later. The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

IV. STATEMENT OF SERVICES TO BE PROVIDED

The services to be performed under this Contract are described in: (1) the Healthy Texas Women Open Enrollment Solicitation, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) the Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

- Attachment A -- Healthy Texas Women Open Enrollment Solicitation
- Attachment B -- Contractor's revised Program Forms
- Attachment C -- Contractor's revised Budget Documents

Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Healthy Texas Women Program services to 1,098 Unduplicated Clients during the term of this Contract.

V. NOT-TO-EXCEED AMOUNT AND COST REIMBURSEMENT PROCESS

The total amount of this Contract shall not exceed \$ 589,017 for the cost reimbursement portion of the Healthy Texas Women Program as described in the revised budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. All expenditures under the Contract must be in accordance with Attachment C. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

This Contract will be paid on a cost reimbursement basis as described in Section 2.7 of the Healthy Texas Women Open Enrollment, ATTACHMENT A.

VI. CONTRACT REPRESENTATIVES.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Health and Human Services Commission -- Women's Health Services
Address: 1100 W. 49th Street
Austin, TX 78756
Attention: Camille Laosebikan
Email: Camille.Laosebikan@hhsc.state.tx.us
Phone: (512) 776-3561

Grantee

Houston Area Community Services, Inc
Joe Fuentes
2150 West 18th Street, Suite 300
Houston, TX 77008
Email: jfuentes@hacstxs.org
Phone: (713) 294-0588

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Health and Human Services Commission
4900 North Lamar Blvd.
Austin, TX 78751
Attention: HHSC Chief Counsel – Karen Ray

Grantee

Houston Area Community Services, Inc
2150 West 18th Street, Suite 300
Houston, TX 77008
Attention: Joe Fuentes

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

VIII. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

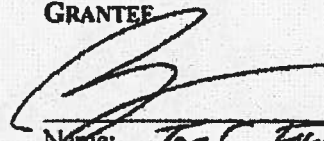
SYSTEM AGENCY

Name: Lesley French

Title: Associate Commissioner

Date of execution: _____

GRANTEE



Name: Joe C. French

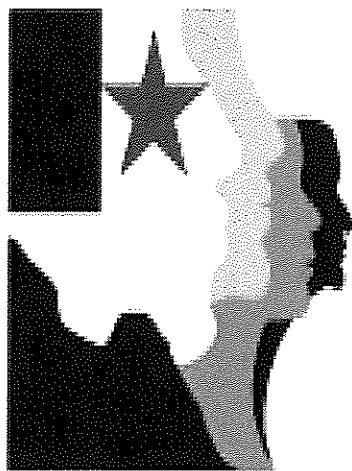
Title: CEO

Date of execution: 8/31/2016

THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

- ATTACHMENT A – HEALTHY TEXAS WOMEN OPEN ENROLLMENT SOLICITATION
- ATTACHMENT B – CONTRACTOR'S REVISED PROGRAM FORMS
- ATTACHMENT C – CONTRACTOR'S REVISED BUDGET DOCUMENTS
- ATTACHMENT D – CONTRACTOR'S OPEN ENROLLMENT APPLICATION
- ATTACHMENT E – UNIFORM TERMS AND CONDITIONS
- ATTACHMENT F – SPECIAL CONDITIONS
- ATTACHMENT G – STATE ASSURANCES
- ATTACHMENT H – FEDERAL ASSURANCES
- ATTACHMENT I – DATA USE AGREEMENT

**Attachment A – Healthy Texas Women
Open Enrollment
Solicitation**



TEXAS

Health and Human Services Commission

Chris Traylor, Executive Commissioner

**Open Enrollment
For
Healthy Texas Women**

Enrollment Number: 529-16-0132

Enrollment Period Opens: May 27, 2016

Enrollment Period Closes: July 12, 2016

NIGP Class/Item Code:

- 924-16:** Laboratory Testing Services
- 918-88:** Quality Assurance Services
- 948-47:** Care Center Services, Health
- 948-48:** Drug Monitoring Services, International; Ethics & Code of conduct,
Medical, Euthanasia; Faith Healers
- 948-55:** Laboratory Services; Non-Physician
- 948-74:** Physician Professional Services
- 952-42:** Family Planning
- 952-62:** Mental Health Services
- 952-88:** Teen Pregnancy Services

TABLE OF CONTENTS

1.	GENERAL INFORMATION.....	4
1.1.	PROJECT SCOPE.....	4
1.2.	POINT OF CONTACT.....	4
1.3.	PROCUREMENT SCHEDULE.....	4
1.4.	BACKGROUND.....	5
1.5.	ELIGIBLE APPLICANTS.....	6
1.6.	STRATEGIC ELEMENTS.....	7
1.7.	EXTERNAL FACTORS.....	7
1.8.	LEGAL AND REGULATORY CONSTRAINTS.....	8
1.9.	HHSC AMENDMENTS AND ANNOUNCEMENTS REGARDING THIS OPEN ENROLLMENT.....	9
1.10.	AMENDMENTS AND ANNOUNCEMENTS REGARDING THIS OPEN ENROLLMENT.....	9
1.11.	DELIVERY OF NOTICES.....	10
2.	SCOPE OF WORK.....	11
2.1.	PROJECT SCOPE.....	11
2.2.	ASSESSMENT NARRATIVE.....	13
2.3.	CLINIC SITE READINESS.....	14
2.4.	STAFF DEVELOPMENT PLAN.....	15
2.5.	COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN.....	15
2.6.	REPORTING REQUIREMENTS.....	16
2.7.	BUDGET REQUIREMENTS AND MONTHLY COST REIMBURSEMENT PROCESS.....	17
2.8.	FUNDING REQUEST AND CLIENTS SERVED.....	18
2.9.	SERVICE DELIVERY AREA(S).....	19
2.10.	GOALS AND PERFORMANCE MEASURES.....	19
3.	HISTORICAL UTILIZATION.....	20
3.1.	HISTORICAL UTILIZATION.....	20
3.2.	METHOD OF ALLOCATION.....	20
4.	HISTORICALLY UNDERUTILIZED BUSINESSES (HUB).....	22
4.1.	INTRODUCTION.....	22
4.2.	HHSC'S ADMINISTRATIVE RULES.....	23
4.3.	STATEWIDE ANNUAL HUB UTILIZATION GOAL.....	23
4.4.	REQUIRED HUB SUBCONTRACTING PLAN.....	23
4.5.	CPA CENTRALIZED MASTER BIDDERS LIST.....	23
4.6.	HUB SUBCONTRACTING PROCEDURES – IF AN APPLICANT INTENDS TO SUBCONTRACT.....	24
4.7.	METHOD 5: APPLICANT DOES NOT INTEND TO SUBCONTRACT.....	26
4.8.	POST-AWARD HSP REQUIREMENTS.....	27
5.	INFORMATION AND SUBMISSION INSTRUCTIONS.....	28
5.1.	HUB VENDOR TELECONFERENCE.....	28
5.2.	MULTIPLE APPLICATIONS.....	28
5.3.	USE OF SUBCONTRACTORS.....	28
5.4.	OPEN ENROLLMENT CANCELLATION/PARTIAL AWARD/NON-AWARD.....	28
5.5.	RIGHT TO REJECT APPLICATIONS OR PORTIONS OF APPLICATIONS.....	28
5.6.	JOINT APPLICATIONS.....	28
5.7.	WITHDRAWAL OF APPLICATIONS.....	29
5.8.	COSTS INCURRED.....	29
5.9.	INSTRUCTIONS FOR SUBMITTING APPLICATIONS.....	29
5.10.	FORMAT AND CONTENT OF ELECTRONIC OR PAPER SUBMISSION OF APPLICATION.....	30

6.	ELIGIBILITY DETERMINATION	33
6.1.	INITIAL COMPLIANCE SCREENING	33
6.2.	UNRESPONSIVE APPLICATIONS	33
6.3.	CORRECTIONS TO APPLICATION	33
6.4.	ADDITIONAL INFORMATION	33
7.	GLOSSARY AND ACRONYMS	34
	PROGRAM FORMS	38
	FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST	39
	FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT	41
	FORM C: CONTACT PERSON INFORMATION	42
	FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS	43
	FORM G: APPLICANT BACKGROUND GUIDELINES	44
	FORM G: APPLICANT BACKGROUND	45
	FORM H: FUNDING REQUEST AND CLIENTS SERVED	46
	FORM I: WORK PLAN GUIDELINES.....	47
	FORM I: WORK PLAN.....	49
	FORM I: WORK PLAN.....	50
	FORM J: ASSESSMENT NARRATIVE GUIDELINES.....	55
	FORM J: ASSESSMENT NARRATIVE	56
	FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS	58
	FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES.....	59
	FORM L: STAFF DEVELOPMENT PLAN	61
	FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR	62
	FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN.....	63
	APPENDICIES.....	64
	APPENDIX A: HHSC HEALTHY TEXAS WOMEN PROGRAM REIMBURSABLE PROCEDURE CODES.....	65
	APPENDIX B: HHSC UNIFORM TERMS AND CONDITIONS VERSION 2.12.....	73
	APPENDIX C: HHSC SPECIAL CONDITIONS VERSION 1.0	74
	APPENDIX D: HEALTHY TEXAS WOMEN CERTIFICATION	75
	APPENDIX E: WOMEN AT OR BELOW 200% FPL	79

1. GENERAL INFORMATION

1.1. Project Scope

On July 1, 2016, HHSC will consolidate the Texas Women's Health Program (TWHP) and the Expanded Primary Healthcare Program (EPHC) into the new Healthy Texas Women Program (HTW Program). The HTW Program includes both a fee-for-service component (HTW Fee-for-Service Program) and a cost reimbursement component.

In this open enrollment, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, services through the HTW Fee-for-Service Program to enter into cost reimbursement contracts to conduct additional activities that will enhance the clinical outcomes for clients seen through the HTW Fee-for-Service Program.

NOTE: A client will have an HTW identification card.

1.2. Point of Contact

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

Procurement Project Manager:	Lizet Alaniz, CTPM
Address:	Health and Human Services Commission 4405 North Lamar Blvd Bldg. 1, MC-2020 Austin, Texas 78756
Phone:	(512) 406-406-2423
Fax:	(512) 406-406-2695
Email Address:	lizet.alaniz@hhsc.state.tx.us

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2. by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

Procurement Schedule	
Open Enrollment Period Opens	05/27/16
Open Enrollment Period Closes	5:00 PM CST

Procurement Schedule	
	07/12/2016
HUB Vendor Teleconference	9:00 AM CST 06/02/16
HHSC Post Awards to <u>Electronic State Business Daily</u> (ESBD)	As contracts are executed
Anticipated Contract Start Date	7/1/16

1.4. Background

- **Overview of the Health and Human Services Commission (HHSC)**

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Traylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

- **Project Overview**

In December 2014, the Sunset Commission issued the recommendation that HHSC consolidate the women's health care programs in order to improve service and efficiency for clients and providers. This included the recommendation to consolidate the existing Texas Women's Health Program (TWHP) at HHSC and the Expanded Primary Health Care (EPHC) Program at DSHS into one program and division at HHSC. On July 1, 2016, HHSC will consolidate the TWHP and EPHC into the Healthy Texas Women (HTW) Program. The HTW Program is comprised of two components, one that is within the scope of this open enrollment and one that is not.

The first component is the HTW Fee-for-Service Program, **which is not within the scope of this open enrollment.** The HTW Fee-for-Service Program is patterned after the current Texas Women's Health Program. As such, any qualified Medicaid provider in Texas, who has completed the TWHP/HTW certification process, may be reimbursed for services in accordance with the "Healthy Texas Women Program Reimbursable Procedure Codes", which are contained in Appendix A for informational purposes only. In the HTW Fee-for-Service Program, client eligibility is determined by HHSC and fee-for-service claims will be processed by the Texas Medicaid Healthcare Partnership.

Services in the HTW Fee-for-Service Program will be preventive health, medical, counseling, and educational services that assist low-income Texan women to manage their fertility and achieve optimal reproductive and general health and include, but are not limited to, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services.

The second component of the HTW Program, **which is within the scope of this open enrollment**, is the cost reimbursement component, which is discussed further in Section 2 of this open enrollment. The services provided under the cost reimbursement component of the HTW Program do not include direct client care services provided through the HTW Fee-for-Service Program; however, the services being procured in this open enrollment are directly related, and limited, to the clients served through the HTW Fee-for-Service Program and women that are deemed presumptively eligible for the HTW Fee-for-Service Program.

The women eligible to participate in the HTW Fee-for-Service Program include women who are:

- Age 15 ≤ 44;
- At or below 200% of the Federal Poverty Level (FPL);
- U.S. citizens/legal immigrants; and
- Not Pregnant.

Eligibility determinations are made through the Texas Integrated Eligibility Redesign System (TIERS).

1.5. Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants must be:

- free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts:
http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/
- free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website:
<https://www.sam.gov/portal/public/SAM>;
- determined to be "Active" by the Texas Comptroller of Public Accounts:
<http://www.cpa.state.tx.us/taxinfo/coasintr.html>;
- located in Texas and have a Texas business address; and
- a current Texas Women's Health Program provider or be eligible to provide Texas Women's Health Program services or be an Applicant that:

- a. does not perform or Promote Elective Abortions;
- b. is not an Affiliate of an entity or individual that performs or Promotes Elective Abortions;
- c. meets these requirements throughout the procurement process and throughout the term of the awarded contract; and
- d. is a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application.

NOTE: To demonstrate eligibility to respond to this open enrollment, Applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide HTW Program services on Form K-1. If a clinic site does not have a TPI or NPI, the Applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form K-1. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

1.6. Strategic Elements

- **Contract Type and Term**

HHSC will award one or more contracts for the HTW cost reimbursement component of the HTW Program. The initial resulting contract term will be July 1, 2016 and will terminate on August 31, 2017. HHSC reserves the option to amend the term of the resulting contract for up to two additional two-year terms, or as necessary to complete the mission of the procurement.

- **Contract Elements**

The term "contract" means the contract awarded as a result of this open enrollment, which includes the signature document and all attachments thereto, HHSC's Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this open enrollment, and the successful Applicants' respective proposals. The UTCs are contained in Appendix B and the HHSC Special Conditions are contained in Appendix C. Additionally, a contract resulting from this open enrollment will be subject to HHSC's Data Use Agreement (DUA), which will be incorporated into the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Applicant Information and Disclosures form.

1.7. External Factors

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the open enrollment is subject to the availability of state. As of the issuance of this open enrollment, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC

reserves the right to withdraw the open enrollment or terminate the resulting contract without penalty.

1.8. Legal and Regulatory Constraints

1.8.1 Delegation of Authority

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

1.8.2 Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Applicant's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the Applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, Applicants should carefully review the UTC's and HHSC Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the open enrollment and resulting contract (see Required Certifications Form). Additionally, if applicable, the Applicant must disclose all potential conflicts of interest. The Applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.**

1.8.3 Former Employees of a State Agency

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code [§572.054](#)). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant’s or its subcontractors’ employees and agents in the Respondent Information and Disclosure form.

1.8.4 Interpretive Conventions

Whenever the terms “shall,” “must,” or “is required” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms “can,” “may,” or “should” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

1.9. HHSC Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment to the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Applicant questions, amendments, or addenda issued by HHSC on the ESBD. Applicants should check the website frequently for notice of matters affecting the open enrollment. To access the website, go to the [ESBD search](#) page and enter a search for this procurement.

1.10. Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment on the [Electronic State Business Daily](#) (ESBD). HHSC reserves the right to revise the open enrollment at any time and to make unilateral amendments to correct grammar, organization and clerical errors. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the [ESBD](#). Applicant must check the [ESBD](#) frequently for changes and notices of matters affecting this open enrollment.

Applicant's failure to periodically check the ESBD will in no way release the Applicant from "addenda or additional information" resulting in additional costs to meet the requirements of the open enrollment.

All questions and comments regarding this open enrollment must be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC's will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

Applicants should notify HHSC of any ambiguity, conflict, discrepancy, omission or other error in the open enrollment.

1.11. Delivery of Notices

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2. of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

The remainder of this page is intentionally left blank.

2. SCOPE OF WORK

2.1. Project Scope

Activities under contracts resulting from this open enrollment must be directly related to support services that enhance services provided by an Applicant to a client under the HTW Fee-for-Service Program. Support services include, but are not limited to:

- (1) Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- (2) Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- (3) Staff development and training related to HTW Fee-for-Service Program service delivery; and
- (4) Client and community-based educational activities related to the HTW Program.

Applicants must provide the following program components in the provision of its identified support services: (1) Program Administration and Management; (2) Quality Assurance/Quality Improvement; (3) Professional Development; (4) Recruitment; and (5) Long-Acting Reversible Contraception Usage. Applicants must complete the Work Plan required on Form I and describe how it intends to meet each element of the required program components:

NOTE: A client will have an HTW identification number.

Program Component 1 - Program Administration and Management

Applicants must:

- A. Identify the services it proposes to provide;
- B. Identify the Priority Population to be served;
- C. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- D. Include a copy of the Institutional Review Board's approval if the applicant is currently conducting research on individuals who receive services through any HHSC-funded programs; and
- E. Provide an organizational Chart;
- F. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- G. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the entirety of the contract term.

Program Component 2 - Quality Assurance/Quality Improvement

Applicant must:

1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
2. At a minimum, provide the following information:
 - a. Medical Director's involvement in the QA/QI activities;
 - b. Activities used to identify trends of needed improvement and the frequency of those activities;
 - c. Activities to ensure correction and follow-up to findings identified;
 - d. Use and frequency of client satisfaction surveys;
 - e. System used to identify, report, and monitor adverse outcomes; and
 - f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Program Component 3 - Professional Development

Applicant must:

- A. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- B. Identify staff, including job titles that will attend HHSC required trainings.

NOTE: Contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

Program Component 4 – Recruitment

Applicant must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

Program Component 5 - Long-Acting Reversible Contraception (LARC) Usage:

Applicant must:

- A. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- B. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- C. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

For each Program Component, Applicant must propose on Form I at least one goal and corresponding objective to achieve the goal(s) including a description of the activities necessary to meet the goal. Additionally, Applicant must:

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period.
- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
- c. Indicate the name or position of the person primarily responsible for ensuring the completion of each activity.
- d. Define the time frame for accomplishing each objective/activity.
- e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

2.2. Assessment Narrative

Applicant must perform an assessment of the community and Priority Population Applicant intends to serve. Applicant must identify the data sources, e.g. Census Data, used in completing this assessment and the date(s) the assessment(s) was conducted.

Applicant must complete the Assessment Narrative contained in Form J and provide a description of the community that will be served by the Applicant's provision of support services in the HTW Program. Applicant's assessment must provide information describing the:

- A. Geographic boundaries of the community (urban or rural, physical environment);
- B. General demographic data (age, gender, ethnicity, etc.);
- C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.);
- D. General description of community-wide health status (e.g., key morbidity/mortality statistics); and
- E. Priority Population for Applicant's project, including:
 - 1. Geographic service area (See Form B);

NOTE: For a county to be considered a part of a clinic's designated service area: (1) there must be a clinic located in the county; or (2) at least five percent (5%) of the clinic population served in the previous 12-month period must have resided in the county.

2. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 3. Priority Population health status (including population data related to health indicators, behavioral data, associated risk factors, and community opinion data); and
 4. Current population served (characteristics, population data, numbers of individuals currently served, types and numbers of services provided).
- F. Applicant must identify gaps in resources and potential barriers to improving health status in the community and how Applicant's support services will address these issues.

2.3. Clinic Site Readiness

Applicant must complete a Clinic Site Readiness (Form K) assessment for each clinic site that will provide HTW support services funded through this open enrollment.

The Clinic Site Readiness Assessment must address the following:

- A. Appropriate signage;
- B. Space for clinical and administrative functions;
- C. Secure storage of records and medical supplies;
- D. Disposal of medical waste;
- E. CLIA certification;
- F. Accessibility;
- G. Emergency policies;
- H. Interpreter policies;
- I. Compliance with ADA; and
- J. Financial management systems.

Applicant must also provide the requisite "Clinic Site Information" and "Clinic Hours and Services" information contained on Form K-1 for each clinic that will provide HTW services funded through this open enrollment.

2.4. Staff Development Plan

Applicant must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide HTW services and meet the required Program Components. Applicant must provide a comprehensive Staff Development Plan (see Form L), that addresses the following:

- A. Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;
- B. Identification of specific training for eligibility and billing staff;
- C. A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and
- D. A description of procedures and documentation for staff annual performance review. Applicant must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide HTW services.

Applicant must also develop a "Staff Development Training Calendar" in accordance with the following requirements (see Form L-1):

- A. Training twice a year on current LARC practice guidelines. However, if specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from this training requirement for that specific LARC method;
- B. At least one training for frontline staff on HTW Program objectives, program eligibility, and HTW services to ensure clear communication to clients and presumptively eligible clients on Women's Health Services and Family Planning Services offered through the HTW Program; and
- C. Training twice a year to staff on HTW eligibility screening and HTW Program application procedures.

2.5. Community Education/Program Promotion Plan

Applicant must develop and implement an annual plan (Form M) to provide community education and program promotion to:

- A. Inform the public of its purpose and services;
- B. Enhance community understanding of its objectives;
- C. Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- D. Enlist community support; and
- E. Recruit potential clients for the HTW Program.

The plan must be based on an assessment of the needs of the community required in subsection 2.2, above.

The Community Education/Program Promotion Plan must be comprehensive and it must describe each of the following topics:

1. Applicant's HTW Program promotion/education/Outreach plan for the contract period; and
2. Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in its service area. Applicant must include a description of the Outreach plan detailing media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must provide a calendar of its community education/HTW Program promotion for the contract period. The calendar must include information regarding topics, presentation-dates, locations, and presenters.

2.6. Reporting Requirements

Contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Applicant must develop goals and objectives as required in Form I, "Work Plan." Selected contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis.

Program Component	Reporting Period	Reporting Due Date
1. Program Administration and Management Update	Annually	On or before September 30, 2017.
2. Quality Assurance/Quality Improvement	Annually	On or before September 30, 2017.
3. Professional Development	Annually	On or before September 30, 2017.
4. Recruitment	Annually	On or before September 30, 2017.
5. Long-Acting Reversible Contraception (LARC) Usage	Annually	On or before September 30, 2017.

Contractors will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must,

at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

Staff Development	Reporting Period	Reporting Due Date
Description of Staff Development Activities.	Annually	On or before September 30, 2017

Contractors will be required to report on community education and program promotion activities by providing a Community Education/Program Promotion calendar in accordance with requirements set forth in Form M, "Community Education/Program Promotion Plan. Selected contractors are required to report on activities included in their Community Education/HTW Program Promotion calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

Community Education/Program Promotion	Reporting Period	Reporting Due Date
Description of Community Education/Program Promotion Activities.	Annually	On or before September 30, 2017

2.7. Budget Requirements and Monthly Cost Reimbursement Process

A. Projected Budget Requirements:

In accordance with the requirements contained in Forms F, F-1 through F-7, Applicant must develop a categorical budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other
8. Indirect Costs

NOTE: Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses, such as salaries and expenses of executive officers; personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

The Applicant must base the budget and funding request on the Scope of Work.

Applicant must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

B. Monthly Cost Reimbursement Process

HTW contractors will seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in a categorical budget approved by HHSC as required for the cost reimbursement portion of the HTW Program.

HTW funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program income from the HTW Fee-for-Service Program claims payment must be expended before HTW cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if program income equals or exceeds program expenses. When program expenses exceed program income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

2.8. Funding Request and Clients Served

On (Form H), an Applicant must estimate the projected amount of cost reimbursement funding needed, which must be based on the total cost of providing support services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service Program clients. Applicant must estimate the number of Unduplicated Clients that will be served during the term of the contract.

NOTE: Contractors who, at the time of contract commencement, are not yet enrolled as Texas Medicaid Providers for the HTW Program will be allowed to provide support services for clients and women deemed presumptively eligible for participation in the HTW Program. The services may only be provided in clinics that are assessed to be ready on Form K. All direct clinical services provided that qualify for payment under the HTW Fee-for-Service Program must, upon enrollment as a Texas Medicaid Provider, be charged to the HTW Fee-for-Service portion of the HTW Program prior to a contractor seeking reimbursement under the contract resulting from this procurement. In the event those services are not paid under the HTW Fee-for-Service portion of the HTW Program, a contractor may then submit those costs for reimbursement under the contract resulting from this procurement.

2.9. Service Delivery Area(s)

The geographic area to be served is statewide consisting of HHSC's Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11.

2.10. Goals and Performance Measures

Applicant must develop goals and objectives as required in Form I, "Work Plan." Contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis (See subsection 2.6. of this open enrollment).

The remainder of this page is intentionally left blank.

3. HISTORICAL UTILIZATION

3.1. Historical Utilization

- The table below is an estimate of the number of women at or below 200% of the Federal Poverty Level (FPL). It provides a rough estimate of the need for services statewide. For county level data, see Appendix E.

Region	Women Eligible for Family Planning Services	
	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

3.2. Method of Allocation

Total funding available under this solicitation is \$18,000,000.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant. HHSC will give Applicants that provide services in the identified underserved counties, priority in funding determinations. The underserved counties include: Bell, Cameron, Comal, Hays, Hidalgo, Hill, Lubbock, McLennan, Potter, Randall, Starr, Travis, Webb, Williamson, and Zapata.

Region	HTW Funding
Texas, all Regions	\$18,000,000
Region 1	\$598,665
Region 2	\$3,60,963
Region 3	\$4,426,189
Region 4	\$764,775
Region 5	\$530,255
Region 6	\$4,169,157

Region 7	\$1,964,974
Region 8	\$1,875,695
Region 9	\$370,578
Region 10	\$784,901
Region 11	\$2,153,847

NOTE: During the term of the contract(s) awarded as a result of this open enrollment, HHSC reserves the right to distribute or redistribute funds in any manner HHSC deems necessary.

The remainder of this page is intentionally left blank.

4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

It is the policy of the Health and Human Services' (HHS) HUB Program Office to include the HUB Subcontracting Plan (HSP), when subcontracting opportunities are probable and a contract has an expected value of \$100,000 or more over and the HSP is applicable for the life of the contract including any subsequent amendments and renewals related to the original HSP.

In addition to, and in accordance with, Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14, when the contractor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor must comply with the HSP provisions relating to developing and submitting a revised HSP before any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency.

HHSC has determined that subcontracting opportunities are probable for this Application. As a result, the Applicant must submit an HSP with its Application. The HSP is required whether an Applicant intends to subcontract or not.

In accordance with Texas Government Code §2161.252, an Application that does not contain a HUB Subcontracting Plan (HSP) is non-responsive and will be rejected without further review. In addition, **if HHSC determines that the HSP was not developed in good faith, it will reject the Application for failing to comply with material Application specifications.**

4.1. Introduction

The sole point of contact for HUB inquires:

**Texas Health and Human Services Commission
John Wesley Smith, HUB Coordinator
Phone: (512) 406-2536
E-mail: John.Wesley.Smith@hhsc.state.tx.us**

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website. Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

4.2. HHSC's Administrative Rules

HHSC has adopted the Comptroller of Public Accounts' (CPA) HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this open enrollment, the rules shall take priority.

4.3. Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages Outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process. This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal** of **26.0%** per fiscal year.

4.4. Required HUB Subcontracting Plan

In the HSP, an Applicant must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt an Applicant from completing the HSP requirement.

HHSC shall review the documentation submitted by the Applicant to determine if a good faith effort has been made in accordance with open enrollment and HSP requirements. During the good faith effort determination, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the Applicant's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

4.5. CPA Centralized Master Bidders List

Applicants may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <http://www2.cpa.state.tx.us/cmbll/cmbllhub.html>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- **924-16: Laboratory Testing Services**
- **918-88: Quality Assurance Services**
- **948-47: Care Center Services, Health**
- **948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers**
- **948-55: Laboratory Services; Non-Physician**
- **948-74: Physician Professional Services**

- **952-62: Mental Health Services**
- **952-88: Teen Pregnancy Services**
- **952-42: Family Planning**

Applicants are not required to use, nor are they limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the NIGP class/item codes are preferred with all Applications.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Applicants are encouraged to refer to the CMBL often to find the most current listing of HUBs.

4.6. HUB Subcontracting Procedures – If an Applicant Intends to Subcontract

An HSP must demonstrate that the Applicant made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. An Applicant that intends to subcontract must complete the HSP to document its good faith efforts.

- Identify Subcontracting Areas and Divide Them into Reasonable Lots

An Applicant should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

- Notify Potential HUB Subcontractors

The HSP must demonstrate that the Applicant made a good faith effort to subcontract with HUBs. The Applicant's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Applicant must determine which portions of work, including goods and services, will be subcontracted.

Select the appropriate method(s) to demonstrate good faith effort. The Applicant can use either method(s) 1, 2, 3, 4 or 5:

A. Method 1: Applicant Intends to Subcontract with only HUBs:

The Applicant must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; or

B. Method 2: Applicant Intends to Subcontract with HUB Protégé(s):

The Applicant must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC; and
- Identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by an Applicant (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When an Applicant intends to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; or

C. Method 3: Applicant Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this open enrollment. When utilizing this method, only HUB subcontractors that have existing contracts with the Applicant for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this open enrollment, Applicants may also use non-HUB subcontractors; or

D. Method 4: Applicant Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit documentation regarding both of the following requirements:

Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the Applicant intends to subcontract. Applicants must give trade organizations and/or development centers at least seven (7) working days prior to submission of the Applicant's Application for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Applicant intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting Applications and must include:

- a description of the scope of work to be subcontracted;
 - information regarding the location to review project plans or specifications;
 - information about bonding and insurance requirements;
 - required qualifications and other contract requirements; and
 - a description of how the subcontractor can contact the Applicant.
- Applicants must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Applicant's Application unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- Applicants must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Applicants may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.
- Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the Applicant in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Applicant's good faith efforts in developing and submission of the HSP. HHSC may require the Applicant to submit additional documentation explaining how the Applicant made a good faith effort in accordance with the open enrollment.

An Applicant must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Applicant negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value applicant.

4.7. Method 5: Applicant Does Not Intend to Subcontract

When the Applicant plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The Applicant must complete the "Self-Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Applicant must identify the sections of the Application that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The Applicant must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient Applicant staffing to meet the Application requirements;
- provide monthly payroll records showing the Applicant staff fully dedicated to the contract;
- allow HHSC to conduct an on-site review of company headquarters or work site where services are to be performed; and
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

4.8. Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful Applicant(s).

After contract award, HHSC will coordinate a post-award meeting with the successful Applicant to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment. This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4 of this open enrollment (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages Applicants to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Applicant plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

5. INFORMATION AND SUBMISSION INSTRUCTIONS

5.1. HUB Vendor Teleconference

HHSC will hold a HUB vendor teleconference call on **June 2, 2016 at 9:00 A.M. (CST)** to **discuss HUB requirements and to review the HUB PowerPoint presentation posted as Package 2 on the Electronic State Business Daily (ESBD) and embedded below.** Please make a copy of the PowerPoint presentation for the teleconference call.

Teleconference information: **1-877-226-9790**, access code: **8802578#**. Vendor conference attendance is strongly recommended, but is not required.



HUB Vendor
Conference PowerPi

5.2. Multiple Applications

An Applicant may only submit one Application as a prime contractor. If an Applicant submits more than one Application, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more Applicants submitting Applications.

5.3. Use of Subcontractors

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Applicant of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

5.4. Open Enrollment Cancellation/Partial Award/Non-Award

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

5.5. Right to Reject Applications or Portions of Applications

At its sole discretion, HHSC may reject any and all Applications or portions thereof.

5.6. Joint Applications

HHSC will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single contract.

5.7. Withdrawal of Applications

Applicants have the right to withdraw their Application from consideration at any time prior to contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in subsection 1.2.

5.8. Costs Incurred

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

5.9. Instructions for Submitting Applications

Applicant should submit the following:

Submit one (1) original and four (4) copies of the Application. An authorized representative must sign the original in ink. In addition, one (1) electronic copy of the entire Application on a USB flash drive compatible with Microsoft Office 2013. USB flash drives must contain all sections of the open enrollment along with the other required documents. The USB drives must be organized with files that correspond to Applicant's Original bound Application. USB should contain copies of all signature documents. The electronic copy must be organized with a file format that corresponds with *Section 5.7, Format and Content*, of the open enrollment. HHSC will not accept PDF format, telephone, or facsimile Applications. Any disparities between the contents of the original printed Application and the electronic Application will be interpreted in favor of HHSC.

Submission

Applicant must submit all copies of the Application to HHSC PCS Division no later than **5:00 PM (CST) on July 12, 2016**. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified date.

Physical Address for hand delivery and overnight and commercial mail:

Health and Human Services Commission
Attn: Response Coordinator
Procurement and Contracting Services Building
1100 W. 49th St.
Mail Code: 2020
Austin, Texas 78756

All Applications become the property of HHSC after submission.

All Applications must be:

- A. clearly legible
- B. sequentially page-numbered and include the Applicant's name at the top of each page;
- C. organized in the sequence outlined in Section 3.8;
- D. bound in a notebook or cover;
- E. Correctly identified with the open enrollment number and submittal deadline;
- F. responsive to all Application requirements;
- G. Typed on 8 ½" by 11" paper;
- H. In Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs and appendices; and

NOTE: Applications may not include materials or pamphlets not specifically requested in this open enrollment.

5.10. Format and Content of Electronic or Paper Submission of Application

The Application should include the Applicant's Business Plan, which contains the following sections:

Section 1 – Executive Summary

Section 2 – Completed Forms A - M-1:

- Form A: Application Table of Contents and Checklist
- Form B: Texas Counties and Regions List Served By Project
- Form C: Contact Person Information
- Form D: DELETED
- Form E: DELETED
- Form F: Budget Summary & Details
- Form G: Applicant Background
- Form H: Funding Request and Performance Measures
- Form I: Work Plan
- Form J: Assessment Narrative
- Form K: Healthy Texas Women Clinic Site Readiness
- Form K-1: Healthy Texas Women Clinic Sites
- Form L: Staff Development Plan
- Form L-1: Staff Development Training Calendar
- Form M: Community Education/Program Promotion Plan
- Form M-1: Community Education/Program Promotion Calendar

5.10.1 Section 1 -- Executive Summary

In this section, condense and highlight the content of the Business Plan to provide HHSC with a broad understanding of the Applicant's approach to meeting the open enrollment's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

A. Financial Capacity

Applicants are not required to submit evidence of financial capacity with their Applications. HHSC reserves the right to request such information at a later date.

B. Corporate Guarantee

If the Applicant is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Applicant in each and every term, covenant, and condition of the contract as executed by the parties.

C. Bonding

HHSC reserves the right to require the Applicant to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

5.10.2 Section 2 - Completed Forms A - M-1

Applicants that meet the Initial Compliance Screening requirements must provide the requested information for each form required in this section as it pertains to the support services and program components for the HTW Program being procured in this open enrollment prior to receiving a contract.

5.10.3 Section 3 - HUB Subcontracting Plan

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the open enrollment, in a separate sealed envelope, with the Application, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

NOTE: Each individual document requested must be collated; in sequential order; labeled; and submitted as delineated above.

5.10.4. Section 4 - Certifications and Other Required Forms

Applicants must complete and sign the forms listed below prior to receiving a contract resulting from this open enrollment:

- Child Support Certification;

- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;
- Required Certifications;
- Federal Lobbying Certification;
- Anti-Trust Certification;
- Respondent Information and Disclosures; and
- Information Security and Privacy Initial Inquiry (SPI)
http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf

The required forms are also located on HHSC's website, under the HHSC Business Opportunities Webpage. The SPI can be found at:
http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf. HHSC encourages Applicants to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting.

The remainder of this page is intentionally left blank.

6. ELIGIBILITY DETERMINATION

6.1. Initial Compliance Screening

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

6.2. Unresponsive Applications

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1 The Applicant fails to meet major open enrollment specifications, including:

- A. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3. of this open enrollment.
- B. The Applicant is not eligible under subsection 1.5. of this open enrollment.

6.2.2 The Application is not signed.

6.3. Corrections to Application

Applicants have the right to amend their Application at any time prior to an unresponsive decision or contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in subsection 1.2. HHSC may request modifications to the Application at any time.

6.4. Additional Information

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

- Past business history, practices, and conduct;
- Ability to supply the goods and services; and
- Ability to comply with contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

7. GLOSSARY AND ACRONYMS

TERM	DEFINITION
Affiliate	An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark.
Applicant	Any individual or entity that submits an application for enrollment pursuant to this open enrollment.
Application	An Application submitted by an Applicant in response to this open enrollment.
Department of State Health Services (DSHS)	The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas.
Elective Abortion	The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.
Expanded Primary Health Care program (EPHC)	A state-funded health care program that provides primary, preventive, and screening services to women age 18 and older, who are at or below 200 percent of the Federal Poverty Level and are unable to access the same care through other programs.

TERM	DEFINITION
Federal Poverty Level (FPL)	The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to household size. The number is adjusted for inflation and reported annually in the form of poverty guidelines.
Family Planning Services	Educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings.
Indirect Costs	Costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.
Health Service Region (HSR)	Counties grouped within specified geographic areas for administrative purposes.
Healthy Texas Women Program (HTW Program)	A state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.
Healthy Texas Women Fee-for-Service (HTW Fee-for-Service Program)	Women's Health Services and Family Planning Services provided through the HTW Program on a fee-for-service basis through the TMHP system.
In-reach	Activities that are conducted with the purpose of informing and educating women already served by an Applicant's organization about services they are not receiving, but may be eligible to receive in the HTW Program.
Medicaid	Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines.

TERM	DEFINITION
Outreach	Activities that are conducted with the purpose of informing and educating the community about available HTW Program services and increasing the number of clients served through the HTW Program.
Priority Population	The target population to be served through the HTW Program.
Promote	Advancing, advocating, or popularizing Elective Abortions.
State Fiscal Year	The twelve-month period beginning September 1st and ending August 31st.
Texas Medicaid & Healthcare Partnership (TMHP)	The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.
Texas Women's Health Program (TWHP)	TWHP is the current state-funded program administered by HHSC to provide eligible Uninsured women with women's health and Family Planning Services that is being replaced with the HTW Program.
Unduplicated Client	An HTW Fee-for-Service Program client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services they receive in the HTW Program (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).
Uninsured	Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.
Women's Health Services	Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

PROGRAMMATIC ACRONYMS	
EPHC	Expanded Primary Health Care
FFS	Fee for Service
FPL	Federal Poverty Level
HSR	Health Service Region
HTW	Healthy Texas Women
PCCM	Primary Care Case Management
QA	Quality Assurance
QI	Quality Improvement
TMHP	Texas Medicaid & Healthcare Partnership
TWHP	Texas Women's Health Program

The remainder of this page is intentionally left blank.

PROGRAM FORMS

FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST

Legal Business Name
of Applicant: _____

This form is provided as your Table of Contents and to ensure the Application is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Document the page number where indicated on the checklist if Applicant is submitting a paper copy of the Application.

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Application Table and Contents and Checklist	<input type="checkbox"/>	
B	Texas Counties and Regions List Served by Project	<input type="checkbox"/>	
C	Contact Person Information	<input type="checkbox"/>	
D	DELETED	<input type="checkbox"/>	
E	DELETED	<input type="checkbox"/>	
F	Budget Summary and Details	<input type="checkbox"/>	
G	Applicant Background	<input type="checkbox"/>	
H	Funding Request and Performance Measures	<input type="checkbox"/>	
I	Work Plan	<input type="checkbox"/>	
J	Assessment Narrative	<input type="checkbox"/>	
K	Healthy Texas Women Clinic Site Readiness	<input type="checkbox"/>	
K-1	Healthy Texas Women Clinic Sites	<input type="checkbox"/>	
	*Include submission date for Medicaid application if Applicant is in the process of enrolling in Medicaid	<input type="checkbox"/>	
L	Staff Development Plan	<input type="checkbox"/>	
L-1	Staff Development Training Calendar	<input type="checkbox"/>	
M	Community Education/Program Promotion Plan	<input type="checkbox"/>	
M-1	Community Education/Program Promotion Calendar"	<input type="checkbox"/>	
	Contracting Forms: <u>HHSC Business Opportunities Webpage</u> <ul style="list-style-type: none"> • <u>Child Support Certification;</u> • <u>Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;</u> • <u>Required Certifications;</u> • <u>Federal Lobbying Certification;</u> • <u>Anti-Trust Certification;</u> • <u>Respondent Information and Disclosures; and</u> • <u>Information Security and Privacy Initial Inquiry (SPI)</u> <u>http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf</u>	<input type="checkbox"/>	

--	--	--	--

REQUIRED FORM	DESCRIPTION	Included	Page #
1	HUB Subcontracting Plan (HSP) HUB Subcontracting Plan (HSP)	<input type="checkbox"/>	

FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Applicant must identify the counties in which it intends to provide the services required under this open enrollment by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R
-A-			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	-D-			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
-B-			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	-I-			Montague	<input type="checkbox"/>	02	-T-		
Bee	<input type="checkbox"/>	11	-E-			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	-J-			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	-N-			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	-F-			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	-O-			-U-		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	-K-			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	-P-			-V-		
-C-			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	-G-			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	-W-		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	-L-			-R-			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	-H-			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	-Y-		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	-S-			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	-Z-		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	-M-			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

FORM C: CONTACT PERSON INFORMATION

Legal Business Name
of Applicant: _____

1. This form provides information about the appropriate contacts in the Applicant's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

Billing Contact	Executive Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Financial Director	Medical Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Primary Program Contact	Quality Assurance Contact
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS

Form F: Budget Summary and Forms F-1 through F-7: Budget Details

Applicant must complete each of the required budget forms. The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Basic instructions for completing these forms are included with the Excel file. Additional information is provided below to further assist Applicant in developing its projected budget.

NOTE: When completing each category worksheet, ALL allowable direct costs—costs associated with running both components of the HTW Program—must be entered, i.e. these costs must also include the cost of providing services to clients served through HTW Fee-for-Service Program.

Indirect costs— must not exceed 20% of the total budget for both components of the HTW Program.

To assist in estimating the amount of income generated through the HTW Fee-for-Service program, Applicants should consult the proposed HTW Fee-for-Service benefits package contained in [Appendix A](#).

Contractors are required to participate in all HHSC required HTW Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests. HTW Program trainings may include webinars, conference calls, and in-person trainings.

Form F: Budget Summary Worksheet

Column 1: Totals will be filled using budget category detail forms (individual worksheets contained in budget spreadsheet). This must include all allowable direct costs—the costs associated with running both components of the HTW Program.

Column 2: Enter the amount of cost reimbursement funds requested through this open enrollment for the provision of support services provided to clients served in the HTW Fee-for-Service Program.

Column 3: Enter the amount of projected HTW Fee-for-Service reimbursement to be received as a result of the provision of client services under the HTW Fee-for-Service Program component of the HTW Program.

FORM G: APPLICANT BACKGROUND GUIDELINES

**Legal Business Name
of Applicant:** _____

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.
2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.
3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.
4. Describe Applicant's experience, knowledge, and expertise in providing Women's Health Services and Healthy Texas Women Services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).
5. Describe Applicant's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).
6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
 - A. Experience subcontracting with other organizations/providers;
 - B. Experience developing subcontracts and subcontract negotiations;
 - C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;
 - D. Experience providing technical assistance to subcontractors, including budget development and management;
 - E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;
 - F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;
 - G. Policies and procedures Applicant has for monitoring subcontractors that provide direct client services; and
 - H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.

FORM G: APPLICANT BACKGROUND

**Legal Business Name of
Applicant:** _____

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
 2. Reference the instructions on Form G – Applicant Background Guidelines.
 3. Applicant's response must not exceed 18 pages.
-

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of
Applicant: _____

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$
-----------------------	----

Clients Served:

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients Applicant intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Projected Number of Clinical Clients to be Served:	
--	--

FORM I: WORK PLAN GUIDELINES

1. Use up to 4 pages for each program component for a maximum of 20 pages.
2. Required attachments are not counted in the page maximum.
3. In accordance with Section 2.1 of the open enrollment, Applicant must address the following Program Components and include a response to the identified topic areas:

Program Administration and Management:

- a. Identify the services Applicant intends to provide;
- b. Identify the Priority Population to be served;
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- d. Include a copy of the Institutional Review Board's approval if the Applicant is currently conducting research on individuals who receive services through any HHSC-funded programs;
- e. Provide an organizational Chart
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- g. Describe how Applicant will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

Quality Assurance/Quality Improvement:

- a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
- b. At a minimum, provide the following information:
 - 1) Medical Director's involvement in the QA/QI activities;
 - 2) Activities used to identify trends of needed improvement and the frequency of those activities;
 - 3) Activities to ensure correction and follow-up to findings identified;
 - 4) Use and frequency of client satisfaction surveys;
 - 5) System used to identify, report, and monitor adverse outcomes; and
 - 6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Professional Development:

- a. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- b. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.

Recruitment:

Describe how Applicant will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the identified target service area(s) identified in Form B.

Long-Acting Reversible Contraception (LARC) Usage:

- a. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- b. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- c. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

4. For each program component, Applicant must develop at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Applicant must:
 - a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;
 - b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
 - c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;
 - d. Define the time frame for accomplishing each objective/activity.
 - e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

FORM I: WORK PLAN

**Legal Business Name
of Applicant:**

1. Reference the instructions on Form I - Work Plan Guidelines.
2. Applicant must not exceed 4 pages per program component, for a total of 20 pages.

FORM I: WORK PLAN

**Program Component A
Program Administration and Management**

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

Program Component B Quality Assurance/Quality Improvement

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN
Program Component C
Professional Development

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

**Program Component D
Recruitment**

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN**Program Component E
LARC Usage****Goals:**

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM J: ASSESSMENT NARRATIVE GUIDELINES

Part A

Complete table to show assessment data sources and dates of assessments used.

Part B

Specifically address each of the assessment activities listed below associated with the support services the Applicant intends to provide. The required assessment items must include:

1. A description of the community that will be served by the Applicant's identified support services. This description must include:
 - a. Geographic boundaries (urban or rural, physical environment);
 - b. General demographic data (age, gender, ethnicity, etc.);
 - c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
 - d. General description of community-wide health status (e.g., key morbidity/mortality statistics).
2. A description of the Priority Population including:
 - e. Geographic service area (Form B);
 - f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 - g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
 - h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).
3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how Applicant's identified support services will address these issues.

FORM J: ASSESSMENT NARRATIVE

Legal Business Name
of Applicant: _____

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

Part A

Multiple data sources and assessments exist for many communities. Applicant is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source

Part B

(See ASSESSMENT NARRATIVE GUIDELINES).

FORM K

CLINIC SITE READINESS - INSTRUCTIONS

1. Complete the Clinic Site Readiness Form per instructions below.
2. Complete one form for every clinic site that will provide HTW support services funded through this open enrollment.

CLINIC SITE READINESS INFORMATION:	
Appropriate signage to identify funded entity.	Check that clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check that clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if Applicant operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate emergency policies/procedures and supplies as applicable?	Check if clinic sites have appropriate emergency policies/procedures and supplies necessary to provide services to the extent applicable for the setting and training, experience and competence of clinic staff. (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Financial management systems including secure data storage	Check if clinic sites have financial management systems including secure data storage. (Yes/No).

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name
of Applicant: _____

Clinic Site # _____ of _____

Appropriate signage to identify funded entity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES INSTRUCTIONS

Complete a separate clinic form for each clinic site that will provide HTW services funded through this open enrollment.

Each clinic form must contain current and accurate information.

HEADER INFORMATION:	
Legal Name of Applicant	Applicant's legal name.
Clinic Site # ____ of ____	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Clinic Name	State the name of the clinic.
Street Address	Physical address of clinic. (Do Not Enter a P.O. Box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the identified clinic site, NOT all counties served by the whole project. For a county to be considered part of a clinic's designated service area: (1) There must be a clinic located in the county; or (2) Five percent of the clinic population served in the previous 12 month period must have resided in the county. NOTE: Total counties served by all clinics must match the counties marked by Applicant on Form B: Texas Counties and Regions.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HTW services.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of the clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).
Total Hours/Month	List the total number of hours of operation per month for the clinic site.

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of
Applicant: _____

Clinic Site # _____ of _____

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

All information must be accurate.*

Clinic Name:			
Street Address:		Suite :	
City:	County:	Zip Code:	HSR:
Clinic APPOINTMENT Phone #:			
Clinic PRIMARY Phone #:		Fax:	
Service Area (counties to be served):			
Contact Person:			
Pharmacy License #:		Class:	
TPI#:		NPI#:	
Submission date of Medicaid Application:			
Subcontractor Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

FORM L: STAFF DEVELOPMENT PLAN

**Legal Business Name
of Applicant:** _____

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.

2. Identify specific training that will be used for eligibility and billing staff.

3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.

4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

NOTE: If specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from the training requirements for that specific LARC method.

[illegible]

FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

**Legal Business Name
of Applicant:** _____

Applicant **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2. of this open enrollment.

The Community Education/Program Promotion Plan must:

1. Describe Applicant's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.
2. Describe Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Applicant's calendar must include the following information: topics, presentation-dates, locations, and presenters. Applicant should label the attachment "**Form M-1: Community Education/Program Promotion Calendar**".

APPENDICIES

**Appendix A: HHSC Healthy Texas Women Program Reimbursable
Procedure Codes**

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Anesthesia for sterilization		
	00851	
Surgery - Integumentary system		
	11976	150.00
	11981	103.45
	11982	117.08
	11983	163.06
Surgery - Female genital system		
	57170	22.05
	58300	69.00
	58301	76.72
	58340	88.75
	58565	442.57
	58600	292.70
	58611	61.75
	58615	195.67
	58670	282.81
	58671	283.08
Radiology - Diagnostic imaging		
	73060	28.06
	74000	20.80
	74010	32.39
	74740	66.83
Radiology - Diagnostic ultrasound		
	76830	96.28
	76856	96.28
	76857	50.79
	76881	96.28
	76882	30.35
	76998	137.65
Pathology & Lab - Organ or disease oriented panels		
	80061	18.83
Pathology & Lab - Drug testing		
	80300	12.36
	80301	12.36
Pathology & Lab - Urinalysis		
	81000	4.45
	81001	4.45
	81002	3.60
	81003	3.16
	81005	3.05
	81015	4.28
	81025	8.90

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates

Pathology & Lab - Chemistry		
	82947	5.52
	82948	4.45
	84443	23.63
	84702	2.29
	84703	10.57
Pathology & Lab - Hematology and coagulation		
	85013	3.34
	85014	3.34
	85018	3.34
	85025	10.93
	85027	9.10
Pathology & Lab - Immunology		
	86318	18.21
	86580	
	86592	6.00
	86689	27.22
	86695	18.55
	86696	27.22
	86701	12.49
	86702	14.85
	86703	19.28
	86762	20.23
	86803	20.07
Pathology & Lab - Transfusion medicine		
	86900	4.20
	86901	4.20
Pathology & Lab - Microbiology		
	87070	12.11
	87086	11.36
	87088	11.39
	87102	11.81
	87110	27.55
	87205	6.00
	87210	6.00
	87220	6.00
	87252	36.66
	87389	33.86
	87480	28.20
	87490	28.20
	87491	49.35
	87510	28.20
	87535	49.35
	87590	28.20
	87591	49.35
	87624	47.87

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	87625	49.47
	87660	28.20

	87797	28.20
	87800	56.41
	87801	98.70
	87810	16.86
	87850	16.86
Pathology & Lab - Cytopathology		
	88150	14.86
	88164	14.86
	88175	37.25
Medicine - Immunization administration		
	90460	8.00
	90471	7.84
Medicine - Vaccines/toxoids		
	90649	158.07
	90650	138.14
	90651	175.03
Medicine - Hydration, diagnostic injections/infusions, chemo		
	96372	18.98
Medical nutrition therapy		
	97802	26.73
	97803	22.99
	97804	12.03
Medicine - Special services, procedures, and reports		
	99000	9.30
	99078	29.40
Behavioral change interventions, individual		
	99406	11.18
	99407	21.82
HCPCS A Codes - Supplies		
	A4261	50.84
	A4264	1560.00
	A4266	34.11
	A4267	0.54
	A4268	2.83
	A4269	12.26
	A9150	14.00
HCPCS H Codes - Rehabilitative services		
	H1010	12.30

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
HCPCS J Codes - Drugs other than oral		
	J0696	0.68
	J1050	64.98
	J3490	5.01
	J7297	671.25
	J7298	826.72
	J7300	753.78
	J7301	663.32
	J7303	93.53

	J7304	37.48
	J7307	672.61
HCPSC S Codes - Private payer codes		
	S4993	19.42
	S5000	5.90
Office or Other Outpatient Services		
	99201	26.04
	99202	41.09
	99203	55.52
	99204	81.24
	99205	101.00
	99211	13.49
	99212	22.59
	99213	33.95
	99214	47.68
	99215	73.40
Evaluation and Management		
	99241	39.66
	99242	62.10
	99243	80.23
	99244	112.50
Preventive Medicine		
	99384	93.40
	99385	78.85
	99386	92.22
	99394	85.93
	99395	68.43
	99396	74.84

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Breast Cancer Screening and Diagnostics		
Anesthesia		
	00400	
Surgery - General		
	10022	90.21
Surgery - Integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23

	19284	152.63
	19285	352.31
	19286	295.37
Radiology - Diagnostic imaging		
	71010	22.05
	71020	28.74
	76098	17.04
Radiology - Diagnostic ultrasound		
	76641	91.69
	76642	84.20
	76942	163.86
Radiology - Breast mammography		
	77051	8.02
	77052	8.02
	77053	54.80
	77055	70.03
	77056	90.09
	77057	64.15
	77058	495.58
	77059	491.84
Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Surgical pathology		
	88305	54.53

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Cervical Cancer Screening and Diagnostics		
Anesthesia		
	00940	18.42
Surgery - Female genital system		
	57452	67.37
	57454	100.65
	57455	82.10
	57456	76.65
	57460	120.83
	57461	139.93
	57500	55.10
	57505	66.55
	57520	199.66
	57522	178.11
	58110	30.82
Radiology - Diagnostic imaging		
	71010	18.71
	71020	24.32

Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Cytopathology		
	88141	24.06
	88142	28.49
	88143	28.49
	88173	
	88174	30.05
Pathology & Lab - Surgical pathology		
	88305	54.53
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Medicine - Psychiatry		
	90791	113.91
	90792	113.91
Problem-Focused Gynecological Services		
Surgery - Female genital system		
	56405	78.28
	56420	66.56
	56501	81.53
	56515	142.21

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	56605	43.84
	56606	21.65
	56820	61.48
	57023	225.07
	57061	69.50
	57100	47.58
	57421	89.01
	57511	94.63
	58100	63.35

Other Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Laboratory Services		
Radiology - Diagnostic ultrasound		
	76700	96.28
	76705	96.28
	76770	96.28
Pathology & Lab - Organ or disease oriented panels		
	80050	42.09
	80051	9.87
	80053	14.85
	80069	12.21

	80074	66.99
	80076	11.48
Pathology & Lab - Chemistry		
	82270	4.58
	82465	6.12
	82950	6.68
	83020	18.10
	83021	25.40
	83036	13.65
	84450	6.55
	84460	6.71
	84478	8.08
	84479	8.19
Pathology & Lab - Hematology and coagulation		
	85007	4.48
	85610	4.98
	85660	7.75
	85730	7.60
Pathology & Lab - Immunology		
	86631	10.35
	86677	10.35
	86704	16.95
	86706	15.11
	86780	12.30
Pathology & Lab - Transfusion medicine		
	86885	8.05
Pathology & Lab - Microbiology		
	87270	16.86
	87512	35.91
	87529	49.35
	87530	39.90
	87661	49.35
Pathology & Lab - Cytopathology		
	88155	8.42
	88160	50.25
	88161	45.44
	88165	14.86
	88167	14.86
	88172	42.50
Pathology & Lab - Pulmonary		
	94760	2.41
HCPCS J Codes - Drugs other than oral		
	J0558	3.94
	J0561	4.96
	J0690	0.68
	J2010	7.17

Immunizations and Vaccinations		
Procedure Groupings	Procedure Codes	Reimbursement Rates
Medicine - Immunization administration		

	90460	8.00
	90471	7.84
	90472	7.84
Medicine - Vaccines/toxoids		
	90632	45.54
	90633	30.73
	90636	99.08
	90654	17.82
	90656	13.28
	90660	22.10
	90670	145.05
	90673	35.04
	90703	35.54
	90707	63.94
	90710	180.40
	90714	19.32
	90715	32.46
	90716	113.28
	90732	73.34
	90733	132.15
	90734	121.15
	90736	196.04
	90743	22.82
	90744	22.82
	90746	56.25

Appendix B: HHSC Uniform Terms and Conditions Version 2.12



Grantee UTC
VERSION 2.12 -- HTV

Note: Appendix B not numbered
in accordance with
Open Enrollment

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
Responsible Office: Chief Counsel



Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.12

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS	4
1.01 Definitions	4
1.02 Interpretive Provisions	5
ARTICLE II Payment Methods and Restrictions	6
2.01 Payment Methods	6
2.02 Final Billing Submission	6
2.03 Financial Status Reports (FSRs)	7
2.04 Debt to State and Corporate Status	7
2.05 Application of Payment Due	7
2.06 Use of Funds	7
2.07 Use for Match Prohibited	7
2.08 Program Income	7
2.09 Nonsupplanting	8
ARTICLE III. STATE AND FEDERAL FUNDING	8
3.01 Funding	8
3.02 No debt Against the State	8
3.03 Debt to State	8
3.04 Recapture of Funds	8
ARTICLE IV Allowable Costs and Audit Requirements	9
4.01 Allowable Costs	9
4.02 Independent Single or Program-Specific Audit	10
4.03 Submission of Audit	10
Article V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS	11
5.01 General Affirmations	11
5.02 Federal Assurances	11
5.03 Federal Certifications	11
ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY	11
6.01 Ownership	11
6.02 Intellectual Property	11
ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE	11
7.01 Books and Records	11
7.02 Access to records, books, and documents	12

7.03	Response/compliance with audit or inspection findings	12
7.04	SAO Audit.....	12
7.05	Confidentiality.....	13
7.06	Public Information Act.....	13
ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION		13
8.01	Contract Management	13
8.02	Termination for Convenience.....	13
8.03	Termination for Cause.....	13
8.04	Equitable Settlement	14
ARTICLE IX MISCELLANEOUS PROVISIONS		14
9.01	Amendment	14
9.02	Insurance	14
9.03	Legal Obligations	14
9.04	Permitting and Licensure	14
9.05	Indemnity	15
9.06	Assignments	15
9.07	Relationship of the Parties.....	16
9.08	Technical Guidance Letters.....	16
9.09	Governing Law and Venue	16
9.10	Survivability	17
9.11	Force Majeure	17
9.12	No Waiver of Provisions	17
9.13	Publicity	17
9.14	Prohibition on Non-compete Restrictions	17
9.15	No Waiver of Sovereign Immunity.....	17
9.16	Entire Contract and Modification.....	17
9.17	Counterparts	18
9.18	Proper Authority.....	18
9.19	Employment Verification.....	18
9.20	Civil Rights	18

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Appendix C: HHSC Special Conditions Version 1.0



HHSC Special
Conditions 1.0.pdf

Note: Appendix C not
numbered in accordance
with Open Enrollment



Health and Human Services Commission
Special Conditions
Version 1.0

TABLE OF CONTENTS

ARTICLE I. SPECIAL DEFINITIONS	1
ARTICLE II. GENERAL PROVISIONS.....	2
2.01 Controlling Order	2
2.02 Inducements.....	2
2.03 Delegation of Authority	3
2.04 Other System Agencies Participation in the Contract	3
2.05 Most Favored Customer	3
2.06 Assumption After Assignment	4
2.07 Cooperation with HHSC Vendors	4
2.08 Renegotiation and Reprocurement Rights.....	4
2.09 Solicitation Errors.....	4
ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES.....	4
3.01 Authority.....	4
3.02 Prohibition	4
3.03 Exception.....	5
3.04 Remedy.....	5
ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS	5
4.01 Qualifications.....	5
4.02 Conduct and Removal	5
4.03 No Authority.....	6
4.04 E-Verify.....	6
4.05 Subcontractors Not Identified in the Solicitation Response.....	6
ARTICLE V.PERFORMANCE.....	6
5.01 Measurement	6
ARTICLE VI. AMENDMENTS AND MODIFICATIONS.....	7
6.01 Formal Procedure	7
6.02 Minor Administrative Changes	7
6.03 Technical Guidance Letters	7
ARTICLE VII. AUDITS AND RECORDS	7
7.01 Record Retention	7
7.02 Access and Accommodation	8
7.03 Response to Audits or Inspection Findings	8
ARTICLE VIII. PAYMENT	8
8.01 Duty to Make Payment.....	8
ARTICLE IX. CONFIDENTIALITY	9

9.01 Requests for Public Information.....	9
9.02 Consultant Disclosure.....	9
9.03 Other Confidential Information	9
ARTICLE X.DISPUTES AND REMEDIES.....	10
10.01 Agreement of the Parties	10
10.02 Operational Remedies.....	10
10.03 Equitable Remedies	11
10.04 Continuing Duty to Perform	11
ARTICLE XI. DAMAGES.....	11
11.01 Availability and Assessment	11
11.02 Specific Items of Liability	11
ARTICLE XII. TURNOVER.....	12
12.01 Turnover Plan	12
12.02 Turnover Assistance	12
ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS	13
13.01 HHSC Additional Rights	13
13.02 Third Party Software	13
13.03 Software and Ownership Rights.	13
ARTICLE XIV. MISCELLANEOUS PROVISIONS	13
14.01 Ability to Perform.....	13
14.02 Continuing Duty to Disclose	14
14.03 Conflicts of Interest	14
14.04 Flow Down Provisions	14
14.05 Recruitment Prohibition	14
14.06 Manufacturer’s Warranties	14
14.07 Cooperation with HHSC Designees	15
14.08 Notice of Litigation or Contract Action	15

HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Contractor Agents” means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

“Item of Noncompliance” means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

“Outside the United States” means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

“Software” means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

“Turnover” means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

“Turnover Plan” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“VUTC” means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

“WSD” means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 Delegation of Authority

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 Other System Agencies Participation in the Contract

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 Most Favored Customer

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 Assumption After Assignment

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 Cooperation with HHSC Vendors

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 Solicitation Errors

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 Authority

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 Prohibition

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 Exception

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 Remedy

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 Conduct and Removal

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 No Authority

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 Subcontractors Not Identified in the Solicitation Response

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. PERFORMANCE

5.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 Access and Accommodation

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response to Audits or Inspection Findings

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. PAYMENT

8.01 Duty to Make Payment

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. CONFIDENTIALITY

9.01 Requests for Public Information

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 Other Confidential Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. DAMAGES

11.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. TURNOVER

12.01 Turnover Plan

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 Turnover Assistance

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 Continuing Duty to Disclose

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 Recruitment Prohibition

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 Cooperation with HHSC Designees

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 Notice of Litigation or Contract Action

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Appendix D: Healthy Texas Women Certification

**Legal Business Name
of Applicant:** _____

This certification pertains to the following billing or performing provider:

Provider Name _____
Federal Tax ID Number _____ NPI
Number _____

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address _____
Street Address City/State/Zip Code _____
Telephone Number _____

Provider's primary physical address:

Street Address _____
Street Address City/State/Zip Code _____
Telephone Number _____

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____. I am the provider or, if the provider is an organization, I am the provider's (title or position) _____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☐ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☐ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☐ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☐ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☐ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification _____ through 12/31/ _____

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Appendix E: Women at or Below 200% FPL

Women At or Below 200 % FPL - From Census Small Area Health Insurance Estimates 2013

Texas

	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 1**

COUNTY	Women at or Below 200 % FPL	% by County
ARMSTRONG	266	0.2%
BAILEY	1,696	1.1%
BRISCOE	290	0.2%
CARSON	655	0.4%
CASTRO	1,885	1.2%
CHILDRESS	1,103	0.7%
COCHRAN	709	0.4%
COLLINGSWORTH	662	0.4%
CROSBY	1,414	0.9%
DALLAM	1,564	1.0%
DEAF SMITH	3,028	1.9%
DICKENS	370	0.2%
DONLEY	657	0.4%
FLOYD	1,261	0.8%
GARZA	799	0.5%
GRAY	3,540	2.2%
HALE	7,759	4.9%
HALL	747	0.5%
HANSFORD	872	0.5%
HARTLEY	539	0.3%
HEMPHILL	493	0.3%
HOCKLEY	4,044	2.5%
HUTCHINSON	3,680	2.3%
KING	51	0.0%
LAMB	3,078	1.9%
LIPSCOMB	514	0.3%
LUBBOCK	56,404	35.3%
LYNN	1,077	0.7%
MOORE	4,633	2.9%
MOTLEY	211	0.1%
OCHILTREE	1,687	1.1%
OLDHAM	325	0.2%
PARMER	2,109	1.3%
POTTER	28,121	17.6%
RANDALL	16,350	10.2%
ROBERTS	84	0.1%
SHERMAN	566	0.4%
SWISHER	1,567	1.0%
TERRY	2,692	1.7%
WHEELER	798	0.5%
YOAKUM	1,286	0.8%
HSR 1 Total	159,586	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %
FPL**

**From Census Small Area Health Insurance Estimates
2013**

Health Service Region - 2

COUNTY	Women at or Below 200 % FPL	% by County
ARCHER	1,106	1.1%
BAYLOR	684	0.7%
BROWN	6,945	7.2%
CALLAHAN	2,202	2.3%
CLAY	1,411	1.5%
COLEMAN	1,788	1.9%
COMANCHE	2,697	2.8%
COTTLE	327	0.3%
EASTLAND	3,468	3.6%
FISHER	587	0.6%
FOARD	245	0.3%
HARDEMAN	769	0.8%
HASKELL	975	1.0%
JACK	1,295	1.3%
JONES	2,676	2.8%
KENT	120	0.1%
KNOX	783	0.8%
MITCHELL	1,143	1.2%
MONTAGUE	3,193	3.3%
NOLAN	2,906	3.0%
RUNNELS	1,893	2.0%
SCURRY	2,497	2.6%
SHACKELFORD	537	0.6%
STEPHENS	1,686	1.8%
STONEWALL	233	0.2%
TAYLOR	25,848	26.9%
THROCKMORTON	243	0.3%
WICHITA	22,325	23.2%
WILBARGER	2,570	2.7%
YOUNG	3,070	3.2%
HSR 2 Total	96,222	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below
200 % FPL**

**From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 3

COUNTY	Women at or Below 200 % FPL	% by County
COLLIN	77,422	6.6%
COOKE	6,176	0.5%
DALLAS	523,961	44.4%
DENTON	81,800	6.9%
ELLIS	23,896	2.0%
ERATH	7,946	0.7%
FANNIN	5,547	0.5%
GRAYSON	20,949	1.8%
HOOD	6,598	0.6%
HUNT	16,419	1.4%
JOHNSON	23,783	2.0%
KAUFMAN	16,596	1.4%
NAVARRO	10,411	0.9%
PALO PINTO	5,625	0.5%
PARKER	14,534	1.2%
ROCKWALL	7,745	0.7%
SOMERVELL	1,240	0.1%
TARRANT	320,676	27.2%
WISE	8,565	0.7%
HSR 3 Total	1,179,889	100%

1. Women at or under 200% FPL according to the U.S.
Census Bureau's 2013 Small Area Health Insurance
Estimates (SAHIE) model.

**Women At or Below
200 % FPL**

**From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 4

COUNTY	Women at or Below 200 % FPL	% by County
ANDERSON	8,602	4.2%
BOWIE	17,113	8.4%
CAMP	2,800	1.4%
CASS	5,650	2.8%
CHEROKEE	10,647	5.2%
DELTA	972	0.5%
FRANKLIN	1,964	1.0%
GREGG	22,536	11.1%
HARRISON	11,989	5.9%
HENDERSON	14,841	7.3%
HOPKINS	6,946	3.4%
LAMAR	9,866	4.8%
MARION	1,969	1.0%
MORRIS	2,615	1.3%
PANOLA	3,761	1.8%
RAINS	1,861	0.9%
RED RIVER	2,495	1.2%
RUSK	8,611	4.2%
SMITH	38,388	18.8%
TITUS	7,514	3.7%
UPSHUR	6,817	3.3%
VAN ZANDT	8,958	4.4%
WOOD	6,951	3.4%
HSR 4 Total	203,866	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance
Estimates 2013 Health Service Region - 5

COUNTY	Women at or Below 200 % FPL	% by County
ANGELINA	18,460	13.1%
HARDIN	7,547	5.3%
HOUSTON	4,227	3.0%
JASPER	6,496	4.6%
JEFFERSON	46,964	33.2%
NACOGDOCHES	13,788	9.8%
NEWTON	2,492	1.8%
ORANGE	13,198	9.3%
POLK	8,089	5.7%
SABINE	1,714	1.2%
SAN AUGUSTINE	1,767	1.3%
SAN JACINTO	4,779	3.4%
SHELBY	5,660	4.0%
TRINITY	2,790	2.0%
TYLER	3,379	2.4%
HSR 5 Total	141,350	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates
2013

Health Service Region - 6

COUNTY	Women at or Below 200 % FPL	% by County
AUSTIN	4,089	0.4%
BRAZORIA	40,902	3.7%
CHAMBERS	3,923	0.4%
COLORADO	3,460	0.3%
FORT BEND	68,183	6.1%
GALVESTON	43,326	3.9%
HARRIS	836,220	75.2%
LIBERTY	13,512	1.2%
MATAGORDA	6,756	0.6%
MONTGOMERY	64,343	5.8%
WALKER	10,972	1.0%
WALLER	8,138	0.7%
WHARTON	7,548	0.7%
HSR 6 Total	1,111,372	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 7**

COUNTY	Women at or Below 200 % FPL	% by County
BASTROP	13,121	2.5%
BELL	63,113	12.0%
BLANCO	1,456	0.3%
BOSQUE	2,946	0.6%
BRAZOS	44,561	8.5%
BURLESON	2,758	0.5%
BURNET	7,098	1.4%
CALDWELL	7,945	1.5%
CORYELL	14,013	2.7%
FALLS	3,328	0.6%
FAYETTE	3,309	0.6%
FREESTONE	3,066	0.6%
GRIMES	4,314	0.8%
HAMILTON	1,443	0.3%
HAYS	27,590	5.3%
HILL	6,826	1.3%
LAMPASAS	3,428	0.7%
LEE	2,428	0.5%
LEON	2,735	0.5%
LIMESTONE	4,445	0.8%
LLANO	2,736	0.5%
MADISON	50,615	9.7%
MCLENNAN	2,408	0.5%
MILAM	4,562	0.9%
MILLS	874	0.2%
ROBERTSON	3,352	0.6%
SAN SABA	1,106	0.2%
TRAVIS	181,409	34.6%
WASHINGTON	5,173	1.0%
WILLIAMSON	51,645	9.9%
HSR 7 Total	523,803	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 8**

COUNTY	Women at or Below 200 % FPL	% by County
ATASCOSA	9,105	1.8%
BANDERA	2,804	0.6%
BEXAR	346,692	69.3%
CALHOUN	3,991	0.8%
COMAL	13,462	2.7%
DEWITT	3,028	0.6%
DIMMIT	2,579	0.5%
EDWARDS	359	0.1%
FRIO	3,510	0.7%
GILLESPIE	3,233	0.6%
GOLIAD	1,014	0.2%
GONZALES	4,348	0.9%
GUADALUPE	19,872	4.0%
JACKSON	2,231	0.4%
KARNES	2,027	0.4%
KENDALL	3,526	0.7%
KERR	7,748	1.5%
KINNEY	504	0.1%
LA SALLE	1,226	0.2%
LAVACA	2,766	0.6%
MAVERICK	15,928	3.2%
MEDINA	7,513	1.5%
REAL	628	0.1%
UVALDE	6,383	1.3%
VAL VERDE	10,163	2.0%
VICTORIA	16,370	3.3%
WILSON	5,567	1.1%
ZAVALA	3,427	0.7%
HSR 8 Total	500,004	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates
2013

Health Service Region - 9

COUNTY	Women at or Below 200 % FPL	% by County
ANDREWS	2,291	2.3%
BORDEN	66	0.1%
COKE	494	0.5%
CONCHO	447	0.5%
CRANE	644	0.7%
CROCKETT	620	0.6%
DAWSON	2,268	2.3%
ECTOR	27,494	27.8%
GAINES	3,771	3.8%
GLASSCOCK	118	0.1%
HOWARD	5,602	5.7%
IRION	185	0.2%
KIMBLE	791	0.8%
LOVING	16	0.0%
MARTIN	813	0.8%
MASON	688	0.7%
MCCULLOCH	1,627	1.6%
MENARD	405	0.4%
MIDLAND	19,938	20.2%
PECOS	2,388	2.4%
REAGAN	500	0.5%
REEVES	2,238	2.3%
SCHLEICHER	530	0.5%
STERLING	101	0.1%
SUTTON	545	0.6%
TERRELL	144	0.1%
TOM GREEN	20,662	20.9%
UPTON	477	0.5%
WARD	1,737	1.8%
WINKLER	1,185	1.2%
HSR 9	98,785	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %
FPL**

From Census Small Area Health Insurance

Estimates 2013 Health Service Region - 10

COUNTY	Women at or Below 200 %	% by County
BREWSTER	1,612	0.8%
CULBERSON	536	0.3%
EL PASO	204,281	97.6%
HUDSPETH	882	0.4%
JEFF DAVIS	295	0.1%
PRESIDIO	1,625	0.8%
HSR 10 Total	209,231	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL
From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 11

COUNTY	Women at or Below 200 % FPL	% by County
ARANSAS	4,015	0.7%
BEE	5,575	1.0%
BROOKS	1,736	0.3%
CAMERON	120,451	21.0%
DUVAL	2,245	0.4%
HIDALGO	238,742	41.6%
JIM HOGG	1,172	0.2%
JIM WELLS	8,378	1.5%
KENEDY	100	0.0%
KLEBERG	6,618	1.2%
LIVE OAK	1,464	0.3%
MCMULLEN	49	0.0%
NUECES	68,351	11.9%
REFUGIO	1,149	0.2%
SAN PATRICIO	11,644	2.0%
STARR	18,922	3.3%
WEBB	74,695	13.0%
WILLACY	5,168	0.9%
ZAPATA	3,677	0.6%
HSR 11 Total	574,151	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Attachment B – Contractor’s Revised Program Forms

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of
Respondent:

Houston Area Community Services

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$ 589,017
------------------------------	------------

Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Proposed Number of Clinical Clients to be Served:	878
--	-----

FORM I: WORK PLAN

**Legal Business Name
of Respondent:**

Houston Area Community Services, Inc. (HACS)

1. Reference the instructions on Form I - Work Plan Guidelines.
 2. Respondent must not exceed 4 pages per program component, for a total of 20 pages.
-

Program Component A:

Program Administration and Management (4 PAGES):

- a. Identify the services respondent proposes to provide;
- b. Identify the Priority Population to be served;
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- d. Include a copy of the Institutional Review Board's approval if the respondent is currently conducting research on individuals who receive services through any HHSC-funded programs;
- e. Provide an organizational Chart
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- g. Describe how respondent will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

HACS proposes to provide the following services:

- Nutritional Services
- Health Promotions
- Case Management
- Transportation
- LARC
- Educational Workshops
- Service Linkage
- Community Engagement
- Annual well woman exams
- Family planning:
 - *Contraceptive counseling*
 - *Contraception initiation: Orals; Depo Provera; Hormone implant; Male Condoms; IUD; Emergency contraception; Hormonal patch*
 - *Contraceptive surveillance*
 - *Counseling and instruction in natural family planning to avoid pregnancy*
 - *General counseling and advise on contraceptive management*
 - *Pregnancy testing*
- Cervical Cancer Screening:

- *PAP testing*
 - *HPV high risk DNA testing*
 - *Colposcopy and Biopsy*
 - *LEEP*
- Breast Cancer screening:
 - *Clinical breast exams*
 - *Mammography (Rose-onsite monthly)*
- STI screen, test and treat:
 - *GC/Chlamydia; HIV; Syphilis; HCV; HSV; and HBV testing*
 - *Clients being treated or managed for HIV; Syphilis; HSV; GC and Chlamydia*
 - *General counseling and advise on STI risk and prevention*
- Hypertension and Diabetes Screening:
 - *Hypertension screening*
 - *Clients being treated or managed for Hypertension*
 - *Diabetes screening*
 - *Clients being treated for Diabetes.*
- Infertility testing
- Prenatal exams including on-site ultrasounds; Postpartum care (Delivery offsite)
- Treatment of Hormonal disorders
- Substance abuse screening (SBIRT)
- Depression screening and or treatment
- Nursing Services
- Behavioral health counseling
- Child abuse screening and reporting
- Obesity (BMI > 25) interventions

The priority population includes:

- Women ages 15-44
- 200% Federal Poverty Level
- Citizen/Eligible Immigrant
- Not pregnant

Board of Directors Involvement:

- Selects and prioritizes the Health Center's service offerings
- Establishment of service delivery hours
- Measures and evaluates the organization's progress
- Approves of annual budget
- Reviews and approves all HACS' grant applications
- Agrees upon the selection/dismissal criteria and conducts the performance evaluation of HACS' CEO
- Assures that the corporation is operated in compliance with all applicable federal, state, and local laws, and regulations
- Establishes general policies for the organization

Management Systems

The agency employs key personnel to support the agency's organizational structure. Key personnel include the Chief Executive Officer, Chief Medical Officer, Chief Fiscal Officer, and Chief Operating Officer. Because of its critical role in ensuring quality of services provided, the QA/QM Nurse Manager, who reports to the CMO, is also considered a key position. The CEO reports to the board and oversees the top management positions. All serve as a board resource and are present at all board meetings. The officers meet weekly to ensure that all domains or programs within the organization are running efficiently and providing the best possible care to patients while concurrently providing the appropriate support to all staff to carry out their respective duties. The Chief Medical Officer and QA/QM Nurse Manager also have a separate meeting with each other to ensure continuity of care as many of HACS' patients experience co-occurring issues and/or multiply diagnosed.

The CFO and fiscal team members make certain that HACS produces consistent, accurate monthly and annual financial reports; manages cash flow; and advises the CEO on financial and accounting issues and other duties impacting the clinic's financial viability and accountability for funding. The Accounting Manager closely supervises daily office functions and prudently manages daily operations. The CFO's leadership and supervision of the fiscal team enables the CEO to focus on the Health Center's role and relationships in the community and strategies to leverage resources to maximize services to the target population in need.

Management and the board of directors use the PMS-generated reports to support critical decision-making. The PMS collects, organizes, and tracks key performance data for program reporting including BPHC's required key financial ratios. The PMS interfaces with HACS EHR system, Success EHS, and easily ties financial and health data together.

The agency has established systems in place to maximize collections and reimbursements including written procedures for eligibility determination as well as billing, credit, and collection policies and procedures. These systems are documented in HACS' Financial and Administrative Procedures Manual that is reviewed and approved by the board annually.

Many billing and collection processes are automated which reduce the burden to the agency. For example, Capario's portal enables the submission of cleaner claims, which increases first-time pass-through rates, streamlines workflow and speeds accurate payments. Prior to service, registration staff can check patient eligibility in real time, enabling HACS to: 1.) Improve time-of-service; 2.) collections; 3.) Ensure claims are directed to the appropriate payer, eliminating the expense of resubmission; and 4.) Reduce the need to check multiple payer Web sites or make calls to verify each patient's eligibility, saving staff time.

HACS' financial accounting and control systems are appropriate for the size and complexity of the organization, given the amount and number of grants and contracts it administers, and the amount and type of patient service revenue generated. HACS uses SuccessEHS, which serves as HACS' main financial information tools.

HACS' Compliance and Performance Improvement Program (CPIP) complements the board's financial oversight of the Health Center. The CPIP ensures compliance with grant and contract requirements, goals, and objectives and allows HACS to identify and address opportunities for

improvement to maximize efficiencies, which reduces the agency's cost of doing business. The agency is known for surpassing grant standards, not only with respect to fiscal management and controls, but also its ability to leverage other sources of funding to enable a richer offering of services for the many patients with co-occurring disorders and complex medical situations. As well, HACCS has been recognized for positive patient health outcome measures, and staff development and training.

HACCS maintains financial records in accordance with the Generally Accepted Accounting Principles (GAAP) and Financial Accounting Standards Board (FASB) for a Not-for-Profit organization. Fiscal activities are implemented using board approved fiscal policies that include and reference Health Center Program Expectations (PIN-98-23) regarding internal controls, safeguarding assets, maintaining adequate cash-flow to supporting operations, and maximizing revenue from all revenue sources.

HACCS conducts an audit in accordance with the Office of Management and Budget (OMB) Circular A-133 that is submitted to each of the agency's funding sources. The audit also includes a schedule of federal award expenditures to facilitate additional analysis as required by OMB. In its most recent audit, the clinic received the following recommendations: Establish allowance for doubtful accounts; Perform monthly general ledger analysis and reconciliation; Additional steps for payroll preview; and Prepare the schedule of expenditures of federal awards as part of the year-end closing process. The status of all recommendations is "complete".

HACCS' financial systems conform to expectations in OMB and Texas UGMS and provide internal controls; safeguard assets; ensure stewardship of federal, state, and local funds; maintain adequate cash flow to support operations; ensure access to care; and maximize revenue from all sources of funds. The agency has established processes for providing segregation of duties for financial issues. Two separate people make account reconciliations and deposits. Checks are printed and processed by the accountant who cannot sign on the bank account. Two signature checks are required for payment of expenses. The agency, as well as an outside independent auditor, tests these controls routinely to ensure compliance.

In addition, the agency's comprehensive plan makes certain that resources are consistently available to conduct QI/QA processes and activities throughout the entire organization. Periodic assessment includes quarterly data collection and on-going evaluation regarding the following metrics based on a 10% chart review per agency policy: 1.) Service utilization; 2.) Quality of care using applicable standards of care or clinical practice guidelines; 3.) Benchmarking (if available data exists); 4.) Health outcomes measures, including the Clinical Financial Measures as well as other health measures included in the CPI plan; and 5.) Other selected performance indicators, including financial/operational performance measures (i.e. HRSA Financial Measures).

Program Component A Program Administration and Management (4 PAGES)				
Goals: The HTW possesses the appropriate infrastructure to function.				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Goal A: Provision of Required & Additional Services – Make certain that HTW program reflects 100% of the documented services needs noted in most recent needs assessment for the service area.	1. Review HTW program to ensure accuracy with the needs assessment.	1. Document each proposed service(s) to the corresponding need and/or desired health outcome within the needs assessment. Add/Drop/Modify if needed.	1. CEO, CMO, and CFO	1. Within 15 days of award
	2. Present final version to the board for approval	2. Board documents and meeting minutes.	2. CEO	1. Within 30 days of award
Goal B: Financial Management and Control Policies – Make certain that agency fiscal policies and procedures comply 100% with GAAP and HTW requirements.	1. Revise any procedures that are not compliant with GAAP, UGMS and/or health center program requirements.	1. Conduct and compare internal and external audit results.	1. CFO	1. Within 30 days of award
	2. Obtain board approval for any new policies pertaining to the financial management and	2. Board documents and meeting minutes.	2. CEO and CFO	2. Within 30 days of award

<p>Goal C: Data Reporting System – Make certain that data reporting systems achieve 100% accuracy for collecting and analyzing data to support all management decisions.</p> <p>Goal D: Readiness to Serve the Target Population – Test all systems to ensure 100% compliance with all accreditations, certifications, and licenses.</p>	control.			
	<p>1. Review data systems and compare reports to check for accuracy and data integrity.</p> <p>2. Conduct PDSA to correct any system failure or gap.</p>	<p>1. Electronic generated reports indicating accuracy and data integrity.</p> <p>2. Record and compare pre and post PDSA result(s)</p>	<p>1. COO and IT Manager</p> <p>2. Management Team and/or Compliance Performance Improvement Committee.</p>	<p>1. Within 15 days of award</p> <p>2. Ninety-120 days: the entire process complete, including testing/improvement through PDCA.</p>

Program Component B Quality Assurance/Quality Improvement (4 PAGES)				
Goals: Provide and prove high quality services to all HTW patients				
Objectives	Activities	Measurement	Staff Responsible	Completion Date

<p>Objective 1A: Leadership and Accountability - Ensure that the QA/QI program receives 100% participation from leadership and other assigned members.</p>	<p>1. Update QI/QA program to specify the leadership of the Compliance and Improvement Committee.</p>	<p>1. QI Documents and meeting minutes.</p>	<p>1. CMO and Director of Quality and Risk Management.</p>	<p>1. Within 30 days of award</p>
	<p>2. Finalize and approve performance measure for HTW individuals work plan noted in the application.</p>	<p>2. QI Documents and meeting minutes.</p>	<p>2. Director of Quality and Risk Management.</p>	<p>2. Within 30 days of award</p>
<p>Goal 1B: QI/QA Policies and Procedures - Ensure 100% compliance with Joint Commission and NCQA PCMH policies and procedures incorporating the HTW program.</p>	<p>1. Review existing policies and procedures to incorporate the HTW program.</p> <p>2. Train Compliance and Performance Improvement Committee and others involved with the new process(es).</p>	<p>1. QI Documents and meeting minutes.</p>	<p>CMO and Director of Quality and Risk Management</p>	<p>2. Within 45 days of award</p>
<p>Goal 1C: QI/QA Plan and Process to Evaluate Performance – QI/QA Plan to list at least three PDCA project per year per department and incorporate into HTW specific plan.</p>	<p>1. Identify three performance indicators, which denote needed improvement.</p> <p>2. Construct and conduct PDSAs until desired outcomes are achieved.</p>	<p>1. Use PMS/EHR data to identify three indicators.</p> <p>2. Record and compare pre and post PDSA result(s)</p>	<p>1. Compliance and Performance Improvement Committee</p> <p>2. Compliance and Performance Improvement Committee</p>	

Program Component C Professional Development (4 PAGES)				
Goals: Provide on-going education/training to staff resulting in high quality services.				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Goal 1 Make certain staff adhere 100% to existing and/or new policies and procedures that pertain to the HTW program.	1. Review existing fiscal policies and procedures adapt/tailor for new site if needed.	1. Pre and Post Test results	CMO	1. Within 45 days of award
	2. Train staff on any new changes to policies and/or procedures pertaining to the HTW services.	2. Staff sign in sheets including number of in-services	CMO	2. Within 45 days of award
	3. Inform/educate community partners regarding HTW services.	3. Number of referrals to services.	CMO	3. Within 45 days of award

Program Component D Recruitment (4 PAGES)				
Goals: Identify and hire the best candidate(s) for the HTW Program				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Goal 1 Appropriate Management Team Recruitment – Compare the HTW – Resources Section with existing personnel to ensure 100% compliance with	1. Compare the proposed HTW staffing pattern and identify any new job postings.	1. Number of job postings, Number of candidates, number of hired individuals.	1. CEO, COO, and HR Manager.	Within five days of receiving the NGA.
	2. Conduct outreach and recruitment to potential	2. Number of potential candidates	2. HR Manager	Within thirty days of receiving the NGA.

this program.	candidates based on new job postings.			
---------------	---	--	--	--

APPENDIX E: Healthy Texas Women Certification - Clinic Site # 2 of 2

Legal Business Name of
Respondent:

Houston Area Community Services, Inc.

This certification pertains to the following billing or performing provider:

Provider Name Houston Area Community Services, Inc.

Federal Tax ID Number 76-0549240

NPI Number 1013324342

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 17010 Sugar Pine Drive

Street Address City/State/Zip Code Houston, TX 77090

Telephone Number (281) 537-8627

Provider's primary physical address:

Street Address (Same as above)

Street Address City/State/Zip Code _____

Telephone Number _____

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example: taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Joe C. Fuentes, Jr. I am the provider or, if the provider is an organization, I am the provider's (title or position) Chief Executive Officer. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
✓ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
✓ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
✓ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.✓ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
✓ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification August 29, 2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____



Printed Name: Joe C. Fuentes, Jr.

Title: Chief Executive Officer

Date: August 29, 2016

Attachment C – Contractor’s Revised Budget

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Houston Area Community Services, Inc.

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$912,776	\$471,876	\$440,900
B. Fringe Benefits	\$215,872	\$111,599	\$104,273
C. Travel	\$5,542	\$5,542	\$0
D. Equipment	\$0	\$0	\$0
E. Supplies	\$50,170	\$0	\$50,170
F. Contractual	\$0	\$0	\$0
G. Other	\$0	\$0	\$0
H. Total Direct Costs	\$1,184,360	\$589,017	\$595,343
I. Indirect Costs	\$0	\$0	\$0
J. Total (Sum of H and I)	\$1,184,360	\$589,017	\$595,343

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in **whole dollars**. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$912,776	\$912,776	Fringe Benefits	\$215,872	\$215,872
	Travel	\$5,542	\$5,542	Equipment	\$0	\$0
	Supplies	\$50,170	\$50,170	Contractual	\$0	\$0
	Other	\$0	\$0	Indirect Costs	\$0	\$0

TOTAL FOR:	Distribution Totals	\$1,184,360	Budget Total	\$1,184,360
-------------------	----------------------------	--------------------	---------------------	--------------------

List any budget assumptions below:

Fee for service reimbursement based on 1,098 patients with a estimated 4,063 encounters with services including office visits, diagnostics, nutrition assessments, pathology and labs immunizations.

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Houston Area Community Services, Inc.

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
Chief Medical Officer E	N	The Chief Medical Officer provides administrative and clinical oversight to the program. The program falls under the auspices of HACS' medical services.	0.25	MD	\$21,666.67	14	\$75,833
Primary Care Physician P	Y	First point of contact for patient that will examine, diagnose, and treat patients.	1.00	MD	\$15,425.00	13	\$200,525
Director of Nursing P	Y	Provides supervision of RN's, LVN's, and Lead Medical Assistants to ensure adequate training and staff compliance with clinical and program specific standards of care, policies, procedures, regulations and work plans	0.50	RN	\$8,333.33	13	\$54,167
Population Health Coach: RN P	Y	Works collaboratively with medical staff to provide care coordination across the health care continuum.	1.00	RN	\$6,250.00	10	\$62,500
Medical Assistant P	Y	Prepares patients for examination by performing preliminary physical tests; taking blood pressure, weight, and temperature; reporting patient history summary.	1.00	MA	\$2,500.00	13	\$32,500
Medical Office Specialist P	Y	Position is responsible for all patient billing, payments, and accounts receivable financial reporting.	1.00	NA	\$3,000.00	13	\$39,000
Medical Receptionist P	Y	Position is responsible for making appointments and making preliminary assessment category of payments for patients.	0.50	NA	\$2,333.33	13	\$15,167
Eligibility Specialist P	Y	Position provides admissions and eligibility services to patients in order to maximize all available resources to each patient and/or family members.	1.00	NA	\$2,333.33	14	\$32,667

Revenue Cycle Manager E	N	This position manages the fiscal and administrative functions, activities, and projects of the health center.	0.30	NA	\$6,666.67	14	\$28,000
Community Engagement Specialist P	Y	Will serve as the coordinator for all activities. HACS' staff – Community Health Workers, as well as peer recruiters and peer advocates, will also be responsible for outreach and recruitment activities in the community setting as well as “in reach” in the clinical settings.	1.00	NA	\$4,000.00	14	\$56,000
Quality and Safety Data P	Y	This position will engage in efforts to support clinical quality, patient safety, and outcomes.	1.00	NA	\$6,666.67	13	\$86,667
Registered Nurse P	Y	This position wil provide and coordinate patient care, educate patients and the public about various health conditions, and provide advice to patients.	1.00	RN	\$5,833.33	13	\$75,833
							\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$153,917
					SalaryWage Total		\$912,776

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Houston Area Community Services, Inc.

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
THW Training/Conference	4 staff will attend training for proper administration of program. [Airfare \$300 + (Daily Per diem 2 days (\$72 * 2) + Lodging 2 nights (\$200 * 2)] * 4 FTE =\$3,368	Austin, TX	2/4	Mileage	\$0
				Airfare	\$1,200
				Meals	\$576
				Lodging	\$1,600
				Other Costs	
				Total	\$3,376
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$3,376

Revised 7/6/2009

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Community Outreach travel anticipated to total 4,500 miles annually. Travel expected by Community Health Worker in providing outreach in Harris county and surrounding communities. This position will also be attending various community activities such as health fairs	4000	\$0.542	\$2,166		\$2,166
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel **\$2,166**Other / Local Travel Costs: **\$2,166**Conference / Workshop Travel Costs: **\$3,376**Total Travel Costs: **\$5,542**

Indicate Policy Used:

Respondent's Travel Policy ☒State of Texas Travel Policy ☐

Revised: 7/6/2009

**FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form**

Legal Name of Respondent:

Houston Area Community Services, Inc.

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

[illegible]

Total Amount Requested for Equipment:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

Houston Area Community Services, Inc.

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
Medical supplies	Basic medical supplies include gloves, gauze, thermometers, needles, bandages, etc. HACS currently has a medical supply cost per encounter of \$12.48 ; with the anticipated 4,020 annual HTW visits we expect medical supplies expense to be \$50,169.60 = 4,020 visits * \$12.48 per encounter.	\$50,170
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

\$50,170

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: Houston Area Community Services, Inc.

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Revised: 7/6/2009

Total Amount Requested for CONTRACTUAL:

\$0

FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

Houston Area Community Services, Inc.

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

\$0

FORM F - 7 Indirect Costs

Legal Name of Respondent:

Houston Area Community Services, Inc.

Total amount of indirect costs allocable to the project:

Amount:

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)**

RATE:

BASE:

Applies only to governmental entities . The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. **Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.**

RATE:

TYPE:

BASE:

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

SUPPLEMENTAL FORMS INSTRUCTIONS

The supplemental budget templates (two per budget category) are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Respondents that have utilized all the lines on the primary budget templates must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Form F - 1 Personnel) have been used, go to the supplemental template labeled "Form F - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labeled "Form F - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

Form F-1 Personnel Supplemental
Form F-2 Travel Supplemental
Form F-3 Equipment Supplemental
Form F-4 Supplies Supplemental
Form F-5 Contractual Supplemental
Form F-6 Other Supplemental

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Houston Area Community Services, Inc.

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
SalaryWage Total							\$0

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Houston Area Community Services, Inc.

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
Registered Dietician P	Y	This position assist with meal planning as well as helps individuals learn how to shop and prepare food. The Nutritionist provides at least an annual dietary evaluation of the patients.	1.0	RD or PLD	\$5,833.33	13	\$75,833
Women's Health Promotion Specialist P	Y	Develops, promotes and instructs lifestyle change and health promotion programs for woment. Develops program materials, prepares and presents health lectures in the community, and participates in health coaching programs and program orientation.	1.0	NA	\$3,083.33	13	\$40,083
Patient Navigator P	Y		1.0	NA	\$3,166.67	12	\$38,000
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
						SalaryWage Total	\$153,917

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Houston Area Community Services, Inc.

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

Revised: 7/6/2009

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs: \$0

Conference / Workshop Travel Costs: \$0

Total Travel Costs:

\$0

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Houston Area Community Services, Inc.

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

Revised: 7/6/2009

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs: \$0

Conference / Workshop Travel Costs: \$0

Total Travel Costs:

\$0

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Name of Respondent:

Houston Area Community Services, Inc.

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0

Total Amount Requested for Equipment:

\$0

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Name of Respondent:

Houston Area Community Services, Inc.

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0

Total Amount Requested for Equipment:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Houston Area Community Services, Inc.

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Houston Area Community Services, Inc.

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Houston Area Community Services, Inc.

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL:

\$0

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Houston Area Community Services, Inc.

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL:

\$0

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Houston Area Community Services, Inc.

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other:

\$0

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Houston Area Community Services, Inc.

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other:

\$0

Attachment D – Contractor's Original Application

Section I – Executive Summary

Houston Area Community Services, Inc. (HACS) was founded in 1998 as an AIDS Service Organization (ASO) and, in 2009, obtained designation as a Federally Qualified Health Center (FQHC) in order to continue meeting the needs of the community. HACS was one of the first FQHC's in the nation to achieve Patient Centered Medical Home (PCMH) certification through the Joint Commission and National Center for Quality Assurance. HACS is currently accredited by the Joint Commission for Ambulatory Care and Behavioral Health and offers a full spectrum of medical services, including internal medicine, infectious disease care, OB/GYN services, pediatrics, psychiatry and behavioral health services. Additionally, HACS houses a Class A pharmacy and provides medication assistance, case management and housing services.

HACS is a leader in medical care, behavioral health treatment and supportive services, with a history of successfully collaborating with other community organizations. It is the vision of Houston Area Community Services, Inc. (HACS) that every individual in our community has access to comprehensive health services and a high quality medical home to meet their healthcare needs. The mission of HACS is to provide a compassionate medical home for all people in Harris County regardless of economic status.

There are approximately 32,884 low-income residents of HACS' service area who are not currently receiving care through other area safety net providers. HACS is targeting the uninsured, adult women within this population.

Proposed new women's health services include mammogram screenings, health promotions, transportation, outreach, and LARC to the target population. Additionally, HACS is proposing to reach additional uninsured women in the service area who are not currently HACS patients through the use of a Community Health Worker concentrating on women's health outreach. HACS will provide family planning services, contraceptive services, breast and cervical cancer screening, immunizations, STI testing and treatment, chronic disease screening, diagnosis and treatment and any other necessary preventive and primary care services for women. The impact of the proposed project will be twofold: to allow HACS to provide a more comprehensive continuum of care for its existing 200% FPL and below, female patients (15-44) and to provide comprehensive, integrated women's health services to additional uninsured patients in the service area who are not currently accessing care.

HACS capacity assessment is based on HACS proposed staffing pattern, in conjunction with health center current patient population and utilization as well as patient forecasting. The project proposes to serve at least 1,098 unduplicated patients.

Section II –Completed Forms A-M1

FORM A: PROPOSAL TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of
Respondent:

Houston Area Community Services, Inc.

This form is provided as your Table of Contents and to ensure the proposal is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Be sure to indicate page number.

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Proposal Table and Contents and Checklist	<input checked="" type="checkbox"/>	3
B	Texas Counties and Regions List Served by Project	<input checked="" type="checkbox"/>	4
C	Contact Person Information	<input checked="" type="checkbox"/>	5
D	Healthy Texas Women Certification	NA	
E-1	Government Entity (Authorized Officials)	NA	
E-2	Non-profit or For-profit Entity (Board of Directors and Principal Officers)	NA	
F	Budget Summary and Details	<input checked="" type="checkbox"/>	6
G	Respondent Background	<input checked="" type="checkbox"/>	17
H	Funding Request and Performance Measures	<input checked="" type="checkbox"/>	32
I	Work Plan	<input checked="" type="checkbox"/>	33
J	Assessment Narrative	<input checked="" type="checkbox"/>	68
K	Healthy Texas Women Clinic Site Readiness	<input checked="" type="checkbox"/>	71
K-1	Healthy Texas Women Clinic Sites	<input checked="" type="checkbox"/>	73
	*Include submission date for Medicaid application if respondent is in the process of enrolling in Medicaid	<input type="checkbox"/>	NA
L	Staff Development Plan	<input checked="" type="checkbox"/>	75
L-1	Staff Development Training Calendar	<input checked="" type="checkbox"/>	80
M	Community Education/Program Promotion Plan	<input checked="" type="checkbox"/>	81
M-1	Community Education/Program Promotion Calendar	<input checked="" type="checkbox"/>	88

Appendix E

90

REQUIRED FORMS	DESCRIPTION	Included	Page #
1	Child Support Certification	<input checked="" type="checkbox"/>	94
2	Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts	<input checked="" type="checkbox"/>	95
3	Required Certifications	<input checked="" type="checkbox"/>	97
4	Federal Lobbying Certification	<input checked="" type="checkbox"/>	99
5	Anti-Trust Certification	<input checked="" type="checkbox"/>	100
6	Respondent Information and Disclosures	<input checked="" type="checkbox"/>	102
7	HUB Subcontracting Plan (HSP)	<input checked="" type="checkbox"/>	106
8	HHS SPI		

FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Respondent must identify the counties in which it proposes to provide the services required under this RFP by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R
-A-			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input checked="" type="checkbox"/>	R
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	09
Andrews	<input type="checkbox"/>	09	-D-			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	02
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	05
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	01
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	04
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	03
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	11
-B-			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	02
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	09
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	02
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	07	Swisher	<input type="checkbox"/>	09
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	-J-			Montague	<input type="checkbox"/>	02	-T-		01
Bee	<input type="checkbox"/>	11	-E-			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	02	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	-J-			Moore	<input type="checkbox"/>	06	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	01	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	04	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	-N-		01	Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	-F-			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	-O-			-U-		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	-K-			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	-P-			-V-		
-C-			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	-G-			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	-W-		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	-L-			-R-			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	-H-			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	-Y-		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	-S-			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	-Z-		
Coryell	<input type="checkbox"/>	07	Harris	<input checked="" type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	-M-			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

FORM C: CONTACT PERSON INFORMATION

Legal Business Name
of Respondent:

Houston Area Community Services, Inc.

1. This form provides information about the appropriate contacts in the respondent's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

<i>Billing Contact</i>		<i>Executive Director</i>	
Last Name:	Jackson	Last Name:	Fuentes
First Name:	Devona	First Name:	Joe
Salutation:	Ms.	Salutation:	Mr.
Title:	Revenue Cycle Manager	Title:	Chief Executive Officer
Email:	<u>djackson@hacstxs.org</u>	Email:	<u>jfuentes@hacstxs.org</u>
Phone:	713-526-0555 ext 392	Phone:	713-294-0588

<i>Financial Director</i>		<i>Medical Director</i>	
Last Name:	Brock	Last Name:	Cherukuri
First Name:	Nikki	First Name:	Manjula
Salutation:	Ms.	Salutation:	Dr.
Title:	Chief Financial Officer	Title:	Chief Medical Officer
Email:	<u>nbrock@hacstxs.org</u>	Email:	<u>mcherukuri@hacstxs.org</u>
Phone:	832-384-1359	Phone:	713-294-0588

<i>Primary Program Contact</i>		<i>Quality Assurance Contact</i>	
Last Name:	Cherukuri	Last Name:	Cherukuri
First Name:	Manjula	First Name:	Manjula
Salutation:	Dr.	Salutation:	Dr.
Title:	Chief Medical Officer	Title:	Chief Medical Officer
Email:	<u>mcherukuri@hacstxs.org</u>	Email:	<u>mcherukuri@hacstxs.org</u>
Phone:	713-294-0588	Phone:	713-294-0588

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Houston Area Community Services, Inc.

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$782,600	\$431,288	\$351,312
B. Fringe Benefits	\$185,085	\$88,841	\$96,244
C. Travel	\$5,798	\$5,798	\$0
D. Equipment	\$38,044	\$38,044	\$0
E. Supplies	\$50,170	\$19,567	\$30,603
F. Contractual	\$0	\$0	\$0
G. Other	\$122,734	\$122,734	\$0
H. Total Direct Costs	\$1,184,431	\$706,272	\$478,159
I. Indirect Costs	\$65,000	\$30,000	\$35,000
J. Total (Sum of H and I)	\$1,249,431	\$736,272	\$513,159

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

Check Totals For:	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
	Personnel	\$782,600	\$782,600	Fringe Benefits	\$185,085	\$185,085
	Travel	\$5,798	\$5,798	Equipment	\$38,044	\$38,044
	Supplies	\$50,170	\$50,170	Contractual	\$0	\$0
	Other	\$122,734	\$122,734	Indirect Costs	\$65,000	\$65,000

TOTAL FOR:	Distribution Totals	\$1,249,431	Budget Total	\$1,249,431
------------	---------------------	-------------	--------------	-------------

List any budget assumptions below:

Fee for service reimbursement based on 4,020 encounters with services including office visits, diagnostics, nutrition assessments, and immunizations.

Legal Name of Respondent:

Houston Area Community Services, Inc.

Revised: 7/8/2009

Legal Name of Respondent:

Houston Area Community Services, Inc.

PERSONNEL		Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed								
Chief Medical Officer E	N			0.25	MD	\$21,666.67	12	\$65,000
Primary Care Physician P	Y			1.00	MD	\$15,425.00	12	\$185,100
Director of Nursing P	Y			0.25	RN	\$8,333.33	12	\$25,000
Population Health Coach: RN P	Y			1.00	RN	\$6,250.00	12	\$75,000
Medical Assistant P	Y			1.00	MA	\$2,500.00	12	\$30,000
Medical Office Specialist P	Y			0.50	NA	\$2,916.67	12	\$17,500
Medical Receptionist P	Y			0.50	NA	\$2,333.33	12	\$14,000
Eligibility Specialist P	Y			1.00	NA	\$2,333.33	12	\$28,000
Revenue Cycle Manager E	N			0.25	NA	\$6,666.67	12	\$20,000
Community Health Worker P	Y			1.00	NA	\$3,166.67	12	\$38,000
Patient Navigator P	Y			1.00	NA	\$3,166.67	12	\$38,000
Quality and Safety Data P	Y			0.50	NA	\$6,666.67	12	\$40,000
Primary Care Patient Advocate: LMSW P	Y			1.00	NA	\$4,166.67	12	\$50,000
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS								\$157,000
FRINGE BENEFITS								\$782,600

Itemize the elements of fringe benefits in the space below:

	Fringe Benefit Rate %	23.65%
	Fringe Benefits Total	\$185,085

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Houston Area Community Services, Inc.

Conference / Workshop Travel Costs	Description of Conference/Workshop	Justification	Location City/State	Number of:		Travel Costs												
				Days/Employees														
THW Training/Conference	4 staff will attend training for proper administration of program. (Airfare \$300 + (Daily Per diem 2 days (\$71 * 2) + Lodging 2 nights (\$200 * 2)) * 4 FTE = \$3,368	Austin, TX	2/4			<table border="1"> <tr><td>Mileage</td><td>\$0</td></tr> <tr><td>Airfare</td><td>\$1,200</td></tr> <tr><td>Meals</td><td>\$568</td></tr> <tr><td>Lodging</td><td>\$1,600</td></tr> <tr><td>Other Costs</td><td></td></tr> <tr><td>Total</td><td>\$3,368</td></tr> </table>	Mileage	\$0	Airfare	\$1,200	Meals	\$568	Lodging	\$1,600	Other Costs		Total	\$3,368
Mileage	\$0																	
Airfare	\$1,200																	
Meals	\$568																	
Lodging	\$1,600																	
Other Costs																		
Total	\$3,368																	
						<table border="1"> <tr><td>Mileage</td><td></td></tr> <tr><td>Airfare</td><td></td></tr> <tr><td>Meals</td><td></td></tr> <tr><td>Lodging</td><td></td></tr> <tr><td>Other Costs</td><td></td></tr> <tr><td>Total</td><td>\$0</td></tr> </table>	Mileage		Airfare		Meals		Lodging		Other Costs		Total	\$0
Mileage																		
Airfare																		
Meals																		
Lodging																		
Other Costs																		
Total	\$0																	
						<table border="1"> <tr><td>Mileage</td><td></td></tr> <tr><td>Airfare</td><td></td></tr> <tr><td>Meals</td><td></td></tr> <tr><td>Lodging</td><td></td></tr> <tr><td>Other Costs</td><td></td></tr> <tr><td>Total</td><td>\$0</td></tr> </table>	Mileage		Airfare		Meals		Lodging		Other Costs		Total	\$0
Mileage																		
Airfare																		
Meals																		
Lodging																		
Other Costs																		
Total	\$0																	
						<table border="1"> <tr><td>Mileage</td><td></td></tr> <tr><td>Airfare</td><td></td></tr> <tr><td>Meals</td><td></td></tr> <tr><td>Lodging</td><td></td></tr> <tr><td>Other Costs</td><td></td></tr> <tr><td>Total</td><td>\$0</td></tr> </table>	Mileage		Airfare		Meals		Lodging		Other Costs		Total	\$0
Mileage																		
Airfare																		
Meals																		
Lodging																		
Other Costs																		
Total	\$0																	
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS						\$0												

Total for Conference / Workshop Travel

\$3,368

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Community Outreach travel anticipated to total 4,500 miles annually. Travel expected by Community Health Worker in providing outreach in Harris county and surrounding communities. This position will also be attending various community activities such as health fairs.	4500	\$0.540	\$2,430		\$2,430
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel \$2,430

Other / Local Travel Costs: \$2,430

Conference / Workshop Travel Costs: \$3,368

Total Travel Costs: \$5,798

Indicate Policy Used:

Respondent's Travel Policy X

State of Texas Travel Policy

Revised: 7/6/2009

Detail Form

Houston Area Community Services, Inc.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
Dell Inspiron 15 1500 Series Intel ® - 5559 Computer	5 Computers needed for addition of 7 FTE staff. Computers used for data entry into electronic health record and practice management systems.	7	\$879	\$6,153
Dell Color Cloud Multifunction Printer - H825cdw	4 printers shared among 7 FTE for daily reports, presentations, training documents, and printed materials for community outreach.	4	\$400	\$1,600
Dell high yield toner black, cyan, magenta, and yellow.	Ink required for daily reports, presentations, training documents, and printed materials for community outreach.	12	\$318	\$3,816
Desk shell with 2 Drawer Lateral File	Work stations for addition of 7 FTE staff	7	\$925	\$6,475
Telepacific VVX310 Private Branch Exchange	Upgrade in telecommunication and email platform to enhance customer satisfaction, increase productivity and service continuity. System includes phone devices, installation and monthly service fees.	1	\$20,000	\$20,000
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				\$0

\$38.044

Revised: 7/6/2009

Legal Name of Respondent:

Houston Area Community Services, Inc.

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item <small>(If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box))</small>	Purpose & Justification	Total Cost
Medical supplies	Basic medical supplies include gloves, gauze, thermometers, needles, bandages, etc. HACS currently has a medical supply cost per encounter of \$12.48 ; with the anticipated 4,020 annual HTW visits we expect medical supplies expense to be \$50,169.60 = 4,020 visits * \$12.48 per encounter.	\$50,170
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

\$50,170

Legal Name of Respondent:

Houston Area Community Services, Inc.

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

[illegible]

Total Amount Requested for CONTRACTUAL:

05

Revised: 7/6/2009

FORM F - 7 Indirect Costs

Legal Name of Respondent:

Houston Area Community Services, Inc.

Total amount of indirect costs allocable to the project:

Amount:

\$65,000

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable.
Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE:
BASE:

Applies only to governmental entities. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87.
Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:
TYPE:
BASE:

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:

A Fiscal Grant Analyst will handle billing and accounting for this project. Based on time and effort spread across all current health center programs totaling \$10 million in revenues (including this funding request of \$1 million), it is expected that the Fiscal Grant Analyst will allocate 10% of time and effort to this project. The salary for this position is \$55,000; $\$55,000 \cdot 10\% = \$5,000$

The Chief Executive Officer will provide oversight and compliance for this project. Based on time and effort spread across all current programs totaling \$21 million in revenues (including this funding request of \$1 million), it is expected that the CEO will allocate 5% of time and effort to this project. The salary for this position is \$250,000; $\$250,000 \cdot 5\% = \$12,500$

The Chief Financial Officer will provide financial oversight and compliance for this project. Based on time and effort spread across all current programs totaling \$21 million in revenues (including this funding request of \$1 million), it is expected that the CFO will allocate 5% of time and effort to this project. The salary for this position is \$165,000; $\$165,000 \cdot 5\% = \$8,250$

The Chief Operating Officer will provide operational oversight and compliance for this project. Based on time and effort spread across all current programs totaling \$21 million in revenues (including this funding request of \$1 million), it is expected that the COO will allocate 5% of time and effort to this project. The salary for this position is \$185,000; $\$185,000 \cdot 5\% = \$9,250$

Health center rent expenses consist of a 16,480 square feet that houses the agency's clinical programs. Based on the current health center programs totaling \$10 million in revenues (including this funding request of \$1 million), it is expected that 10% of the health center rent expense will be allocated to the HTW program. The annual rent expense for the health center is \$300,000 or \$1.52/square foot. The allocation for HTW is $\$300,000 = \$300,000 \cdot 10\%$

FORM G: RESPONDENT BACKGROUND

Legal Business Name of
Respondent:

Houston Area Community Services, Inc. (HACS)

1. Respondent must provide a narrative description of its organization, staff, systems and oversight structure.
2. Reference the instructions on Form G – Respondent Background Guidelines.
3. Respondent's response must not exceed 18 pages.

-
1. **Provide a one-page executive summary describing the respondent's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the respondent.**

Vision: By 2020, Houston Area Community Services, Inc. (HACS) will be widely recognized and regarded as a premier organization with committed leadership and the strength of resources to deliver affordable, state-of-the-art health care and supportive services that improve the lives of all people and communities in the Greater Houston region.

Mission: Houston Area Community Services, Inc. provides high quality and caring service to promote healthy people and communities.

Core Values:

- Adaptability
- Commitment to employees
- Ethical practices
- Patient-centered
- Quality care for the entire family

Board of Directors Involvement:

- Selects and prioritizes the Health Center's service offerings
- Establishment of service delivery hours
- Measures and evaluates the organization's progress
- Approves of annual budget
- Reviews and approves all HACS' grant applications
- Agrees upon the selection/dismissal criteria and conducts the performance evaluation of HACS' CEO
- Assures that the corporation is operated in compliance with all applicable federal, state, and local laws, and regulations
- Establishes general policies for the organization

2. **Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the respondent's organization.**

Brief Background

HACS is an independent, community-based, private non-profit enterprise, according to the Internal Revenue Service (IRS). The agency enjoys three designations as a Federally Qualified Health Care Center (FQHC), which includes Community Health Center (CHC), Public Housing Primary Care (PHPC). The Joint Commission recently renewed HACS' accreditations for its Ambulatory Care and Behavioral Health programs as it has done so every three years since 2005 via unannounced site visits. The National Centers for Quality Assurance (NCQA) and The Joint Commission also certify the Health Center as a Patient Centered Medical Home (PCMH). The State of Texas licenses HACS' Class A Community/Retail Pharmacy, X-ray Services, Adult Day Treatment, Special Care Facility [AIDS Hospice], and its Intensive Outpatient Treatment (IOT) program for substance abuse treatment services. These designations, accreditations, and licenses are the underpinnings of the Health Center's organizational architecture, which includes a board of directors, key personnel, front line staff with administrative support.

Organizational Architecture

HACS' approved Bylaws provide the framework for board structure and associated activities. The board of directors sets agency policy and retains the ultimate responsibility for the Health Center's operations including its service offerings. HACS's medical, dental, and/or behavioral health users make up a majority of the board of directors, complying with Section 330 requirements. HACS' board is reflective of the communities it serves in terms of race and ethnicity. The HACS team is comprised of people who have a long-term commitment to the project service area and target population. No more than 10% of board members derive their income from the healthcare industry as stated in its bylaws.

The board develops the agency's strategic plan and ensures the agency works to achieve its goals and objectives. The board hires, supervises, and evaluates the CEO. Lastly, the board approves the annual budget and all grant applications and routinely reviews HACS' administrative, fiscal, and clinical operations through its various committees as outlined in the bylaws.

Management Systems

The agency employs key personnel to support the agency's organizational structure. Key personnel include the Chief Executive Officer, Chief Medical Officer, Chief Fiscal Officer, and Chief Operating Officer. Because of its critical role in ensuring quality of services provided, the QA/QM Nurse Manager, who reports to the CMO, is also considered a key position. The CEO reports to the board and oversees the top management positions. All serve as a board resource and are present at all board meetings. The officers meet weekly to ensure that all domains or programs within the organization are running efficiently and providing the best possible care to patients while concurrently providing the appropriate support to all staff to carry out their respective duties. The Chief Medical Officer and QA/QM Nurse Manager also have a separate meeting with each other to ensure continuity of care as many of HACS' patients experience co-occurring issues and/or multiply diagnosed.

The CFO and fiscal team members make certain that HACS produces consistent, accurate monthly and annual financial reports; manages cash flow; and advises the CEO on financial and accounting

issues and other duties impacting the clinic's financial viability and accountability for funding. The Accounting Manager closely supervises daily office functions and prudently manages daily operations. The CFO's leadership and supervision of the fiscal team enables the CEO to focus on the Health Center's role and relationships in the community and strategies to leverage resources to maximize services to the target population in need.

Management and the board of directors use the PMS-generated reports to support critical decision-making. The PMS collects, organizes, and tracks key performance data for program reporting including BPHC's required key financial ratios. The PMS interfaces with HACS EHR system, Success EHS, and easily ties financial and health data together.

The agency has established systems in place to maximize collections and reimbursements including written procedures for eligibility determination as well as billing, credit, and collection policies and procedures. These systems are documented in HACS' Financial and Administrative Procedures Manual that is reviewed and approved by the board annually.

Many billing and collection processes are automated which reduce the burden to the agency. For example, Capario's portal enables the submission of cleaner claims, which increases first-time pass-through rates, streamlines workflow and speeds accurate payments. Prior to service, registration staff can check patient eligibility in real time, enabling HACS to: 1.) Improve time-of-service; 2.) collections; 3.) Ensure claims are directed to the appropriate payer, eliminating the expense of resubmission; and 4.) Reduce the need to check multiple payer Web sites or make calls to verify each patient's eligibility, saving staff time.

HACS' financial accounting and control systems are appropriate for the size and complexity of the organization, given the amount and number of grants and contracts it administers, and the amount and type of patient service revenue generated. HACS uses SuccessEHS, which serves as HACS' main financial information tools.

HACS' Compliance and Performance Improvement Program (CPIP) complements the board's financial oversight of the Health Center. The CPIP ensures compliance with grant and contract requirements, goals, and objectives and allows HACS to identify and address opportunities for improvement to maximize efficiencies, which reduces the agency's cost of doing business. The agency is known for surpassing grant standards, not only with respect to fiscal management and controls, but also its ability to leverage other sources of funding to enable a richer offering of services for the many patients with co-occurring disorders and complex medical situations. As well, HACS has been recognized for positive patient health outcome measures, and staff development and training.

HACS maintains financial records in accordance with the Generally Accepted Accounting Principles (GAAP) and Financial Accounting Standards Board (FASB) for a Not-for-Profit organization. Fiscal activities are implemented using board approved fiscal policies that include and reference Health Center Program Expectations (PIN-98-23) regarding internal controls, safeguarding assets, maintaining adequate cash-flow to supporting operations, and maximizing revenue from all revenue sources.

HACS conducts an audit in accordance with the Office of Management and Budget (OMB) Circular A-133 that is submitted to each of the agency's funding sources. The audit also includes a schedule of federal award expenditures to facilitate additional analysis as required by OMB. In its

most recent audit, the clinic received the following recommendations: Establish allowance for doubtful accounts; Perform monthly general ledger analysis and reconciliation; Additional steps for payroll preview; and Prepare the schedule of expenditures of federal awards as part of the year-end closing process. The status of all recommendations is "complete".

HACS' financial systems conform to expectations in OMB and Texas UGMS and provide internal controls; safeguard assets; ensure stewardship of federal, state, and local funds; maintain adequate cash flow to support operations; ensure access to care; and maximize revenue from all sources of funds. The agency has established processes for providing segregation of duties for financial issues. Two separate people make account reconciliations and deposits. Checks are printed and processed by the accountant who cannot sign on the bank account. Two signature checks are required for payment of expenses. The agency, as well as an outside independent auditor, tests these controls routinely to ensure compliance.

3. **Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.**

CEO BIOGRAPHICAL SKETCH – Joe C. Fuentes, Jr., MBA

Education:

University of Houston, Central Campus, Houston, Texas

Bachelor of Arts in Political Science and Public Administration, 1987-1991

Texas A&M University, University Center, The Woodlands, Texas

Masters of Business Administration, 2007-2009

Experience:

Houston Area Community Services, Inc., Houston, Texas

Chief Executive Officer, reports to the Board and acts as an advisor in financial management and programmatic issues including personnel. This position supervises all operations of the agency and coordinates all grant proposals; grant reporting documentation and site visits with appropriate department managers. The Executive Director also manages subcontracts with agencies who provide services on behalf of HACS such as mental health counseling, substance abuse treatment services, and health education and risk reduction., 1997 to Present

Project Director – BPHC, Federally Qualified Healthcare Center, CHC and PHPC

Principal Investigator – SAMHSA/CMHS Minority HIV/AIDS Mental Health Collaborative, 2001

Principal Investigator – SAMHSA/CSAT Targeted HIV Expansion Grant to Provide Outpatient Substance Abuse Treatment Services to PLWH Minority Communities, 2003

Department of Veterans Affairs Medical Center, Houston, Texas

Program Manager for HIV/AIDS Case Management Program 1996-1997

Case Manager for Veterans Living With HIV/AIDS 1995

Amigos Volunteers in Education and Services, Inc., Houston, Texas
Case Manager for Hispanics/Latinos Living With HIV/AIDS, 1994

Body Positive, Houston, Texas
Program Coordinator of HIV/AIDS Peer Counseling Services, 1992-1994

Skills:

- Bilingual English and Spanish
- Grants and Contract Management
- Fund Accounting Administration
- Organizational Psychology and Structures
- Grant Writing and Research
- Working knowledge of Information Technology Systems

CFO BIOGRAPHICAL SKETCH – Nicole T. Brock

Education:

University of Louisiana at Lafayette Lafayette, LA
Dean's List – B.S., Business Administration-Finance 2011-2011
University of Louisiana at Lafayette Lafayette, LA
Dean's List – B.S., Business Administration-Accounting 2001-2005
Xavier University of Louisiana New Orleans, LA
Dean's List 2000-2001

Experience:

2013-Present – Houston Area Community Services, Inc. Houston, TX **Chief Financial Officer**

- Oversees all company accounting practices, including accounting departments, preparing budgets, financial reports, tax, and audit functions.
- Develops goals, policies and procedures for the effective financial operations of the corporation and to assure fiscal solvency and appropriate controllership policies for it.
- Directs financial strategy, planning and forecasts; conferring with CEO and department heads.
- Studies, analyzes and reports on trends, opportunities for expansion.
- Assist the CEO with the preparation of the annual plan for program development.
- Prepares monthly financial reports for the CEO and the Board of Directors
- Participate with the Management Team in program review and improvement activities.
- Review and act upon any reports about the program presented by funding sources, licensing body,

2008-2013 – Iberia Comprehensive Community Health Center, Inc. New Iberia, LA – **Chief Financial Officer**

- Senior Manager responsible for developing and implementing financial objectives/procedures and ensures compliance
- Supervises and coordinates the functions of third-party reimbursement, budgeting, patient accounting, purchasing and general accounting, which includes general ledger, accounts payable and collections.
- Responsible for carrying out all duties in a manner consistent with the program expectations of Federally Qualified Health Centers (FQHC) per the Bureau of Primary Health Care (BPHC)
- Participates in strategic planning and development of annual business and health care plans

- Prepares financial budgets and cash flow projections
- Solicit grant funds (federal, national, state and local) to enhance health center's services and monitor efficacy of programs funded by grant awards.
- Federal and local grants management
- Submits all Quarter and Annual financial reports

Skills:

Healthcare Finance and Compliance
 Grants Management
 Budgeting and Organizational Restructuring
 Financial Statement Preparation/Analysis
 Financial Systems Implementation
 EHR/PMS System Implementation
 Site and Service Expansion

CMO BIOGRAPHICAL SKETCH – Manjula Cherukuri, MD, MBA, FAAFP

License: M4734 TX
 072610 GA

Education:

University of Tennessee, Knoxville, TN
 Executive MBA 2014
 UTSW Family Medicine Residency, Dallas TX
 Family Medicine 2003-2006
 Kurnool Medical College, NTR, University of Health Sciences, India
 Bachelor of Medicine and Bachelor of Surgery (MBBS) 1991-1996
 Government General Hospital, Kurnool, India
 Senior House Officer, 1996-1998

Experience:

Chief Medical Officer, Houston Area Community Services, Inc., Houston, TX

Responsibilities: The CMO is a Senior Leadership position with the FQHC enterprise; he/she is responsible for overall medical practice oversight for the Community Health Center. The Chief Medical Officer works cooperatively and effectively with the Chief Executive Officer, Board of Health and Governing Council, 2015 to Present.

Vice President, Patient Safety Institute, Atlanta, GA

Responsibilities: The Vice President of the Patient Safety Institute, drives and influences the key business results with a strong orientation toward superior provider and customer satisfaction. The Vice President formulates strategies using the objective data to motivate the practices, physicians and team members in building a safe serving environment that is economically viable and sustainable, 2014-2015

Medical Director, Division of Community Medicine, UNT Health Science Center, Fort Worth, TX

Responsibilities: As the Medical Director of the Community Health Center, the position led clinical integration; system integration and business process redesign programs at the center pertinent to the institutions operational goals, 2012-2014.

Skills:

- Knowledge of diverse healthcare systems, medical quality assurance, quality improvement, and risk management.
- Proven ability in driving evidence-based improvement of clinical outcomes by eliminating unnecessary variation.
- Experience and demonstrated management, organizational and interpersonal skills to translate clinical-ese and administrative-ese to all stakeholder groups (Bridging New England Journal of Medicine and Wall Street Journal)
- Proven ability to identify and develop new models of care to help population, physicians and organizations succeed
- Demonstrated ability to assess client and business needs, design and implement innovative programs and drive & evaluate results
- Successful leadership experience of disease management and or population health programs.
- Technologically savvy with demonstrated data analytical skills
- Experience with implementation of EMR and Patient registries.
- Demonstrated ability to foster a culture of compliance
- Self assured and results oriented

4. Describe respondent's experience, knowledge, and expertise in providing Women's Health Services and Family Planning Services. Specifically outline relevant administrative and clinical practices. (maximum of 4 pages).

Experience, Knowledge, and Expertise

HACS began its corporate life as an AIDS Service Organization (ASO) in 1998. During that time the agency provided HIV-related women's health services to Women of Color at High Risk for contracting HIV disease and/or other Sexually Transmitted Infections (STIs), Women Living With HIV/AIDS, and Pregnant Women Living With HIV/AIDS. Services also included HIV/STI Counseling, Testing, and Referral, HIV-related primary care including OB/GYN, Medication Assistance, Case Management, and housing-related services. HACS reported zero mother to child HIV transmission due to its successful women's health program, which continues to this day.

In 2013, the agency was awarded a subcontract of \$162,500.00 in Title X funds from the Women's Health and Family Planning Association of Texas. Also in 2013, HACS established a partnership with the Breast Health Collaborative of Texas, which provides for a breast health navigator 1 day per week. This resulted in HACS first mammogram screening event, in conjunction with The

Table 1 HACS Services

Annual well woman exams

Family planning:

- Contraceptive counseling
- Contraception initiation: Orals; Depo Provera; Hormone implant; Male Condoms; IUD; Emergency contraception; Hormonal patch
- Contraceptive surveillance
- Counseling and instruction in natural family planning to avoid pregnancy
- General counseling and advise on contraceptive management
- Pregnancy testing

Cervical Cancer Screening:

- PAP testing
- HPV high risk DNA testing
- Colposcopy and Biopsy
- LEEP

Breast Cancer screening:

- Clinical breast exams
- Mammography (Rose-on-site monthly)

STI screen, test and treat:

- GC/Chlamydia; HIV; Syphilis; HCV; HSV; and HBV testing
- Clients being treated or managed for HIV; Syphilis; HSV; GC and Chlamydia
- General counseling and advise on STI risk and prevention

Hypertension and Diabetes Screening:

- Hypertension screening
- Clients being treated or managed for Hypertension
- Diabetes screening
- Clients being treated for Diabetes.

Infertility testing

Prenatal exams including on-site ultrasounds; Postpartum care (Delivery offsite)

Treatment of Hormonal disorders

Substance abuse screening (SBIRT)

Depression screening and or treatment

Behavioral health counseling

Child abuse screening and reporting

Nutritional counseling

Rose's mobile mammography unit, and HACS and The Rose continue this event on at least a monthly basis. In addition, HACS received \$192,744.00 from the Expanded Primary Health Care Program (EPHC) in 2014. This funding provided primary, preventive, and screening services to women age 18 and older, that are at or below 200 percent of the Federal Poverty Level and are unable to access the same care through other programs.

In 2015, HACS reports serving 6,912 unduplicated health center patients, 48% of which are women. Due to the increased number of female patients and women's health services utilization, the Health Center is currently concentrating a significant portion of its current and future service offerings as well as financial resources by increasing women's health services. For example, HACS reports adding an additional part time OB GYN (1.5 FTE) to provide colposcopies, biopsies and other complex gynecological procedures that could not be provided by a mid-level practitioner or family practice physician.

The agency's women's health services and family planning menu continues to grow as a result of its transformation from an ASO to FQHC in 2009. All clients will receive applicable and appropriate acute care, immunizations, non-contraceptive prescriptions, contraceptive prescriptions, Laboratory testing on-site.

Administrative Practices

HACS embeds trauma informed care into its administrative practices, especially as it relates to HTW administrative, operational, and direct service delivery design. According to SAMHSA's concept of a trauma-informed approach, "A program, organization, or system that is trauma-informed:

1. *Realizes* the widespread impact of trauma and understands potential paths for recovery;
2. *Recognizes* the signs and symptoms of trauma in clients, families, staff, and others involved with the system;
3. *Responds* by fully integrating knowledge about trauma into policies, procedures, and practices; and
4. *Seeks to actively resist re-traumatization."*

A trauma-informed approach can be implemented in any type of service setting or organization and is distinct from trauma-specific interventions or treatments that are designed specifically to address the consequences of trauma and to facilitate healing. HACS does incorporate these elements into its processes system wide.

Additional Administrative Practices Emergency Preparedness

HACS' Pharmacy is part of Texas' Emergency Response plan as a drop off for medications and disbursements. The agency's Emergency Management Plan (EMP) policy was most recently revised and approved by the board in August 2, 2015. The EMP includes annual drills, staff training, off-site backup of information systems and other preparedness activities. The plan uses the following procedures for implementation: 1.) Conduct a hazard vulnerability analysis to determine potential emergencies that could affect operations; 2.) Once the hazard vulnerabilities have been identified, HACS coordinates with local emergency management community groups (fire department, police department) on appropriate interventions, which need to be devised; 3.) The agency identifies the specific procedures to mitigate, prepare for, respond to, and recover from the priority emergencies identified by the hazard vulnerability analysis; 4.) The command structure

remains the same as the emergency preparedness policy outlines; 5.) HACS' role in relation to those of regional or county emergency response teams is to assist as needed during the emergency, and to obtain guidance and direction from the ERT's as the emergency dictates; and 6.) The Health Center takes all actions possible to lessen the severity and impact of a potential emergency. Such actions include maintaining working fire extinguishers, extra water supplies, and backup system to computerized data, emergency drills conducted annually for major emergencies, and fire drills annually. HACS maintains a separate fire policy.

HACS also utilizes a facility safety checklist that is completed on a monthly basis by the Health Center safety coordinator and another staff member. The checklist requires responses to questions about safety conditions and compliance with safe practices with respect to aisles, exits, floors, waste disposal, stairs, fire extinguishers, smoke alarms, and other conditions.

The organization has insurance, which covers loss of income resulting from emergency situations. CPIC policies and procedures include emergency preparedness policies for medical, pediatric, behavioral and dental departments, to supplement the clinic-wide disaster plan/policy.

Clinical Practices:

HACS Quality Improvement/Quality Assurance (QI/QA) and risk management programs comply with requirements of the Bureau of Primary Health Care for Section 330 grantees, Joint Commission for agencies accredited in primary and behavioral health, and the National Commission on Quality Assurance for Patient Centered Medical Homes. HACS' achievement of these designations and recognitions is a hallmark of the agency and defines its commitment to provide only the highest quality service to all who enter its doors. HACS was the first FQHC in Houston to have both Joint Commission certification and NCQA PCMH status and it has provided guidance to other area FQHCs on the process for becoming recognized. The health center is the only local FQHC with Ambulatory Care and Behavioral Health Care accreditations from Joint Commission.

As the agency has evolved to serve different populations and meet top accreditation/designation standards, the form/format of its QI/QA program has also been enhanced, but with the focus always to ensure strict compliance of regulatory/legal guidelines and to establish processes that will have an impact on improving patient and community health. The overall responsibility for the Quality Improvement Program rests with the Board of Directors and Senior Leadership of the organization particularly the Chief Executive Officer and the Chief Medical Officer who may then delegate authority to the Quality Improvement Committee. The Committee is responsible for maintaining an active program and is the body that sets the schedule, hears the reports and assesses the results of the various quality activities.

In addition, once problems have been identified, the Quality Committee is responsible for identifying persons within the agency to develop a corrective action and implement action steps to achieve the corrective action and the desired outcome. The team includes those who work closely in the areas of concern. The organization of HACS' QI/QA program and lines of communication are depicted below:

In line with its accreditation statuses through Joint Commission, HACS has adopted a comprehensive set of Administrative Policies and Procedures, which was revised August 2, 2014. The board-approved policies and procedures address all aspects of the QI/QA and risk management plans. The following is a partial list with examples:

- Individual Rights and Responsibilities (e.g. Confidentiality, Employee Rights re: Patient Care)
- Provision of Care, Treatment, and Services for Ambulatory Care (e.g. Patient Registration, Admission Assessment, Pain Management, Nutrition Assessment)
- Medication Management (e.g. Medication Storage, Adverse Drug Reactions)
- Infection Prevention & Control
- Performance Improvement (e.g. Medical Records Review, Satisfaction Surveys, Sentinel Events)
- Leadership (e.g. Leadership Structure, Safety/Quality Culture, Collections & Billing)
- Environment of Care (e.g. Risk Management, Non-Smoking, Violence in the Workplace)
- Management of Human Resources
- Information Management
- Provision of Care, Treatment, and Services for Behavioral Health Care

HACS Committees. All standards are available online to providers and staff via mobile or desktop, which ensures ready access to HACS policies. In addition, HACS complies with all policies and procedures that are contractually required by other funding entities. Organizational policies and procedures are developed and vetted through the following committees on Table 2.

Table 2. HACS Committees and Roles	
<u>Leadership Committee</u>	Provides implementation oversight of any changes in service delivery including revisions to policies and procedures. The Executive Management Team serves on this committee.
<u>Compliance and Performance Improvement Committee (CPIC)</u>	Directs and oversees continuous quality improvement efforts in the areas of surveillance, prevention and control of infections, management of information, medication management, environment of care, provision of care, and consumer rights & responsibilities. CPIC also evaluates the quality of care provided at HACS. By measuring selected quality care indicators and comparing the findings to appropriate benchmarks, the committee identifies areas needing improvement and sends the findings to the CEO. CPIC is comprised of Board Chair, two Board members serving as Co-Chairs of the Committee, the CEO, CFO, COO, CMO, and QA/QM Nurse Manager. This leadership group approves the performance improvement plan and reviews quality improvement activities during its regular meetings. The CPIC is established by the Board of Directors and serves under the direction of the Chief Medical Officer. Additional members may be added at the discretion of the Chief Executive Officer and/or Chief Medical Officer.
<u>Credentialing Committee</u>	Meets once a month, and carefully investigates, reviews, and discusses each credentialing application. The Committee is responsible for rejecting applications from those practitioners or facilities that fail to meet credentialing criteria due to licensing board actions, liability suits, and/or legal issues. The Human Resources Administrator and Director of Clinical Services staff this board committee.
<u>Pharmacy and Therapeutics Committee</u>	Formulates and reviews policies regarding the selection, intra-agency distribution, storage, and safe use and administration of drugs within HACS.
<u>Ethics Committee</u>	Serves as a resource for HACS staff as well as consumers. At times, staff or consumers face ethical dilemmas while providing or receiving care. This committee maintains a diverse membership including individuals in charge of policy development, those who provide care, and those who receive care. The committee provides education and training to staff and consumers, reviews HACS policies and procedures, and provides case consultation to multidisciplinary team members. The committee retains strict confidentiality pertaining to case reviews. The CMO staffs this committee with other staff as appropriate, e.g. the Chief of Behavioral Health Services.
<u>Safety Committee</u>	Addresses department, unit, or building safety and risk management concerns. The committee identifies these concerns, provides solutions, disseminates safety information, conducts safety self-audits, and assists the HACS Safety Officer. The RN Director of QM/QA will staff this

	committee, with other personnel as appropriate to the clinical area of concern.
<u>Consumer Advisory Board (CAB)</u>	Provides constructive consumer insight and feedback to all levels within HACS. The CAB approves all tools and materials produced by HACS for its consumers. The CAB provides a "reality check" to the agency by providing guidance on what type of strategies or service delivery methods "will work" or "not work". HACS operates a PLWHA CAB and Youth MSM CAB. The Clinic Director staffs this committee, working with other clinic staff, and consumer advisors.

In addition, the agency's comprehensive plan makes certain that resources are consistently available to conduct QI/QA processes and activities throughout the entire organization. Periodic assessment includes quarterly data collection and on-going evaluation regarding the following metrics based on a 10% chart review per agency policy: 1.) Service utilization; 2.) Quality of care using applicable standards of care or clinical practice guidelines; 3.) Benchmarking (if available data exists); 4.) Health outcomes measures, including the Clinical Financial Measures as well as other health measures included in the CPI plan; and 5.) Other selected performance indicators, including financial/operational performance measures (i.e. HRSA Financial Measures)

Additional Clinical Practices: Cultural Competence Experience and Framework

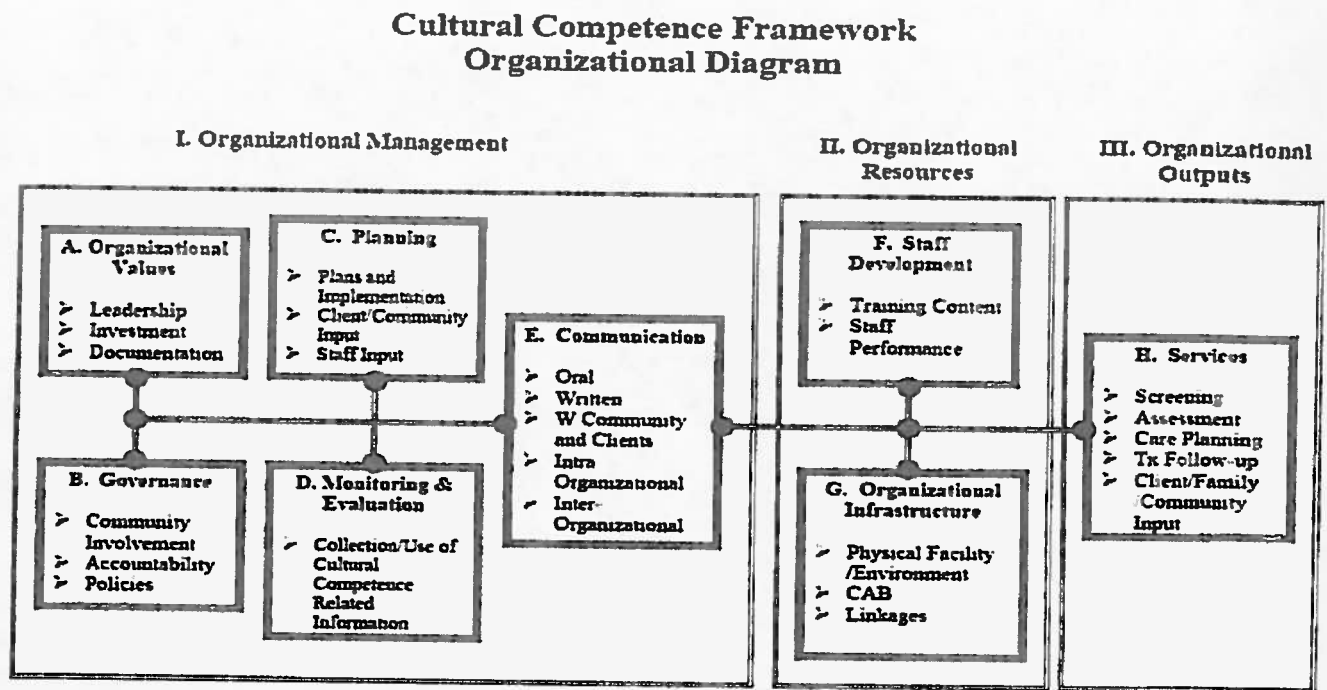
Cultural competence also includes providing services that are sensitive to the needs/customs of the unique populations served, whether due to their racial/ethnic background and language, mental health conditions, or poverty/homeless status. HACS recognizes that true organizational cultural competence requires the commitment, attention and resources from top management. It therefore provides all staff with extensive cultural competence and sensitivity training and requires staff to receive yearly continuing education in cultural competence. As well, acknowledging that training in and of it is not sufficient; it strives to incorporate policies and procedures that institutionalize that commitment. The agency utilizes the AT&T Language Line or the Montrose Counseling Center (MCC) for interpreter services in order to accommodate languages other than English/Spanish. Cultural competency training for staff also addresses the unique needs of special populations. HACS will also work to ensure that any staff of partnering agencies will also undergo cultural competence training in order to work with clinic clients.

HACS takes pride in its agency and its client diversity and applies a cultural competence framework in order to address cultural and linguistic service accessibility. Figure 1 below outlines how HACS uses organizational resources to ensure cultural competence. This framework's use performs routine monitoring, regular quality reviews with cultural competence standards including the National Standards on Culturally and Linguistically Appropriate Services (CLAS), 4, 5, 6, and 7, and periodic evaluative studies:

- **Standard 4-** HACS provides language assistance services. Health Center patients have direct access to bilingual staff during all hours of operation.
- **Standard 5-** The agency provides all materials, verbal instructions, and written notices in the user's preferred language. A Client Rights & Responsibilities Statement informs all patients they have the right to language assistance services free of charge.
- **Standard 6-** HACS verifies language competency (written and verbal) by administering a language competency test (written and observed) as part the hiring process. HACS does not use the patient's family members or friends to provide instructions unless requested by the patient.
- **Standard 7-** As a Joint Commission requirement HACS makes available easily understood patient-related materials and posts signage in the languages of the commonly encountered and

represented groups in all the service area sites.

Figure 1. HACS' Cultural Competence Framework



Over half the key personnel at HACS are representative of the community patients served, with a strong presence of bilingual Hispanics. HACS is an Equal Opportunity Employer and will ensure all qualified applicants are appropriately assessed when hiring, keeping in mind the value inherent in having a diverse, culturally competent staff that mirrors the residents of the community they serve.

5. Describe respondent's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by respondent. (Maximum of 4 pages).

HACS embraces its history from an AIDS Service Organization (1997) to a full service FQHC (2009). The agency can demonstrate its experience in administering comprehensive health care to target population's health care needs by:

- Siting health centers in the middle of the targeted service areas with high need; these are ideal locations to serve all patients including Women who are uninsured and/or underinsured.
- Integrating primary care, oral health, pharmacy, behavioral health, and enabling services into a comprehensive care package for all health center patients.
- Achieving meaningful use through the existing integrated EHR system.
- Producing positive health outcomes for the target population by utilizing data in service delivery design and continuous quality improvement of HACS service offerings.
- Employing a highly skilled key management, healthcare provider, and office staff.
- Having extensive experience as a steward for private, local, state, and federal contracts.
- Leveraging other resources to ensure a comprehensive continuum of care for all patients.

- Continuing to expand relationships with other FQHCs to create service delivery efficiencies and improve service sustainability throughout the City of Houston/Harris County.
- Maintaining many collaborative relationships with various health and human services agencies.

HACS has an 18-year track record of developing, administering, and providing reliable, culturally competent, and linguistically appropriate services to uninsured and underinsured populations, racial/ethnic minorities, and severely low-income individuals who are not served by existing primary care providers.

The agency takes a holistic approach to addressing the needs of the community, which includes medical and dental services, behavioral health and substance abuse, and enabling services such as housing-related services to name a few. The funding list below demonstrates the agency's long-standing expertise in working with the targeted population including service provision to special and/or vulnerable populations who are uninsured and underinsured:

- **Section 330, Title X, and Expanded Primary Health Care (2009, 2013, 2014 to Present)**
 - Family planning; contraceptive management; breast and cervical cancer screening; STI testing, diagnosis and treatment; HPV vaccines; and prenatal care to HIV positive women. In addition, HACS provides chronic disease management and behavioral health services to its overall patient population.
- **Ryan White Part A and B (1998 to Present)**
 - Outpatient primary care, Oral Health, Adult Day Treatment, Hospice, medications, and case management for People With Living HIV/AIDS (PLHWA)
 - Minority AIDS Initiative (MAI) - Outpatient primary care, medications, and case management for African American and Hispanic PLHWA.
- **Centers for Disease Control and Prevention (2000 to Present)**
 - HIV Prevention Projects for Communities of Color
 - HIV Prevention Project for Women
 - HIV Prevention Projects for Young Men Of Color Who Have Sex With Men
- **Substance Abuse and Mental Health Services Administration (2000-2005 and Present)**
 - Mental Health and Substance Abuse Treatment Services to Minority PLHWA
 - Female Drug Court Participants Through Harris County Criminal Justice System
 - Collaborative Agreements to Benefit Homeless Individuals
 - Behavioral Health Screenings and HIV/STI Counseling, Testing, and Referral to Minority Serving Institutions (University of Houston and Texas Southern University)
- **Housing and Urban Development (2000 to Present)**
 - Continuum of Care (CoC) -- Permanent Supportive Housing/Scattered Site Housing With Support Services. Targeted populations include Homeless Youth, LGBTQ, Chronically Homeless, Families, and Older Adults.
 - Housing Opportunities for People With AIDS (HOPWA) Tenant Based Rental Assistance, Short Term Utility and Mortgage Assistance, Permanent Housing Placement, Housing Case Management, and Life Skills.

While HACS physicians do not have hospital privileges at Harris Health System (HHS), where many adult uninsured patients are hospitalized, FQHCs and HHS-Smith Clinic have a Specialty Care Access Memorandum of Understanding (MOU) to increase patients' access to specialty care services. This promotes the continuum of care as HACS' can refer its primary care patients to HHS specialists without the need to be seen by an HHS primary care provider first. It also

provides them the ability to view the electronic record via Epic Care Link once the referral has been completed.

Table 1: HHS Specialty Care Services

<ul style="list-style-type: none"> • Allergy • Asthma • Dermatology • Diabetes and Endocrinology • Gastroenterology 	<ul style="list-style-type: none"> • Genetics • Gynecology • Hematology • Infectious Disease • Infusion Center • Neurology 	<ul style="list-style-type: none"> • PICC Line Clinic • Pulmonary • Renal/Nephrology • Rheumatology • Tropical Medicine
--	--	--

With few exceptions, HACS provides all required, primary and preventive services onsite. All x-ray needs will be referred back to HACS' main clinic. HACS has agreements for lab and specialty care, which includes: Lab Corps and North Houston Imaging/Downtown Plaza Imaging Center (diagnostic services); Team Health (answering service), and Harris Health System (specialty).

HACS does not have any proposed contracts and agreements to provide the main primary care services to the target population. The agency also maintains contracts for specialty services from private providers, which are covered under other grants and donations, for the following services: Dermatology; Cardiology; ENT; Podiatry; and GI. The agency has full authority over these service contracts.

Skilled medical and clinical case managers coordinate all internal and external services/referrals with the patient's primary care provider and/or behavioral health specialist. Weekly case conferences occur to ensure that all service and treatment plans dovetail with one another and there is vigilant monitoring of the patient's progress. The Electronic Health Record (EHR) system allows for real-time status updates for everyone involved in the patient's care. Real time reporting fosters service delivery efficiencies and reduces overall healthcare costs.

Additional staff members that support access and continuity of care include adult and pediatric referral specialists as well as an established relationship with a hospitalist team at Memorial Hermann - Southwest. The arrangement ensures that HACS physicians are able to work with hospital physicians on admission and discharge planning. IPC (the Hospitalist team) provides HACS' medical providers with daily progress notes regarding the patient's status while receiving inpatient care. The hospitalist team also sends a summary discharge when the patient leaves the inpatient care setting. IPC and HACS medical staff work collaboratively and are in constant contact throughout the patient's hospital stay to ensure continuity of care between the outpatient and inpatient care environment. HACS providers receive the discharge plan and either they or a HACS social worker follow up with the patient afterwards. The collaborative arrangement ensures patients' needs are met and there is continuity in care.

6. Subcontracting Background- Describe the following if respondent plans to have subcontract any of the proposed services.

HACS maintains oversight and authority of all contracted services. Each contract stipulates contract duration, appropriate insurance coverage, accreditations or licensures, if applicable, the pricing or work product to be provided including any specified work schedule or timeline, process for submitting a clean claim and remedies to resolve disputes up to contract termination. The Board

of Directors approves the CEO as the sole staff member with authority to negotiate and sign contracts on behalf of HACS.

The organization has developed numerous, long standing collaborations ranging from informal arrangements with community organizations, civic clubs and local businesses to formal Memorandums of Agreement with several area organizations and governmental entities to make certain health center patients have immediate access to a comprehensive continuum of care.

The Health Center also collaborates with other FQHC's in the area to avoid duplication of services and ensure an integrated continuum of care. HACS collaborates with Vecino Health Centers to provide dental services to HACS patients through direct referral. HACS also maintains a referral relationship with both Vecino Health Centers and Spring Branch Community Health Center for HACS to provide complex OB/GYN services, such as colposcopies and biopsies, for each health center's patients. Additionally, HACS has established MOU's with both health centers to refer patients for x-ray services at HACS, a project which was recently funded through the Harris County Healthcare Alliance Community Clinics Funders' Collaborative. Services are expected to begin within sixty to ninety days. The agency maintains an MOU with Harris Health System which enables its medical providers to enter specialty referrals directly into Harris Health's electronic medical records system, EpicCare. HACS' providers are then able to view the patient record and track the referral from start to finish.

HACS possesses a eighteen year track record of developing and providing reliable, culturally competent and linguistically appropriate services to its target population and has been a long-time recipient of federal funding, which demonstrates the agency's expertise in adequately serving the target population and managing contracts. This includes Ryan White Part A, a funding source of which HACS has been a recipient since its inception in 1998, the Centers for Disease Control and Prevention, Substance Abuse and Mental Health Services Administration, Housing and Urban Development and the Health Resources and Services Administration Bureau of Primary Care.

HACS intends to provide all services under this project directly.

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of
Respondent:

Houston Area Community Services, Inc.

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$1,249,431.00
-----------------------	----------------

Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Proposed Number of Clinical Clients to be Served:	1,098
---	-------

FORM I: WORK PLAN

Legal Business Name
of Respondent:

Houston Area Community Services, Inc. (HACS)

1. Reference the instructions on Form I - Work Plan Guidelines.
2. Respondent must not exceed 4 pages per program component, for a total of 20 pages.

Program Component A:

Program Administration and Management (4 PAGES):

- a. Identify the services respondent proposes to provide;
- b. Identify the Priority Population to be served;
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- d. Include a copy of the Institutional Review Board's approval if the respondent is currently conducting research on individuals who receive services through any HHSC-funded programs;
- e. Provide an organizational Chart
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- g. Describe how respondent will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

HACS proposes to provide the following services:

- Nutritional Services
- Health Promotions
- Case Management
- Transportation
- LARC
- Educational Workshops
- Service Linkage
- Community Engagement
- Annual well woman exams
- Family planning:
 - Contraceptive counseling
 - Contraception initiation: Orals; Depo Provera; Hormone implant; Male Condoms; IUD; Emergency contraception; Hormonal patch
 - Contraceptive surveillance
 - Counseling and instruction in natural family planning to avoid pregnancy
 - General counseling and advise on contraceptive management
 - Pregnancy testing

- **Cervical Cancer Screening:**
 - *PAP testing*
 - *HPV high risk DNA testing*
 - *Colposcopy and Biopsy*
 - *LEEP*
- **Breast Cancer screening:**
 - *Clinical breast exams*
 - *Mammography (Rose-onsite monthly)*
- **STI screen, test and treat:**
 - *GC/Chlamydia; HIV; Syphilis; HCV; HSV; and HBV testing*
 - *Clients being treated or managed for HIV; Syphilis; HSV; GC and Chlamydia*
 - *General counseling and advise on STI risk and prevention*
- **Hypertension and Diabetes Screening:**
 - *Hypertension screening*
 - *Clients being treated or managed for Hypertension*
 - *Diabetes screening*
 - *Clients being treated for Diabetes.*
- *Infertility testing*
- *Prenatal exams including on-site ultrasounds; Postpartum care (Delivery offsite)*
- *Treatment of Hormonal disorders*
- *Substance abuse screening (SBIRT)*
- *Depression screening and or treatment*
- *Behavioral health counseling*
- *Child abuse screening and reporting*
- *Obesity (BMI > 25) interventions*

The priority population includes:

- *Women ages 15-44*
- *200% Federal Poverty Level*
- *Citizen/Eligible Immigrant*
- *Not pregnant*

Board of Directors Involvement:

- *Selects and prioritizes the Health Center's service offerings*
- *Establishment of service delivery hours*
- *Measures and evaluates the organization's progress*
- *Approves of annual budget*
- *Reviews and approves all HACS' grant applications*
- *Agrees upon the selection/dismissal criteria and conducts the performance evaluation of HACS' CEO*
- *Assures that the corporation is operated in compliance with all applicable federal, state, and local laws, and regulations*
- *Establishes general policies for the organization*

Management Systems

The agency employs key personnel to support the agency's organizational structure. Key personnel include the Chief Executive Officer, Chief Medical Officer, Chief Fiscal Officer, and Chief Operating Officer. Because of its critical role in ensuring quality of services provided, the QA/QM Nurse Manager, who reports to the CMO, is also considered a key position. The CEO reports to the board and oversees the top management positions. All serve as a board resource and are present at all board meetings. The officers meet weekly to ensure that all domains or programs within the organization are running efficiently and providing the best possible care to patients while concurrently providing the appropriate support to all staff to carry out their respective duties. The Chief Medical Officer and QA/QM Nurse Manager also have a separate meeting with each other to ensure continuity of care as many of HACS' patients experience co-occurring issues and/or multiply diagnosed.

The CFO and fiscal team members make certain that HACS produces consistent, accurate monthly and annual financial reports; manages cash flow; and advises the CEO on financial and accounting issues and other duties impacting the clinic's financial viability and accountability for funding. The Accounting Manager closely supervises daily office functions and prudently manages daily operations. The CFO's leadership and supervision of the fiscal team enables the CEO to focus on the Health Center's role and relationships in the community and strategies to leverage resources to maximize services to the target population in need.

Management and the board of directors use the PMS-generated reports to support critical decision-making. The PMS collects, organizes, and tracks key performance data for program reporting including BPHC's required key financial ratios. The PMS interfaces with HACS EHR system, Success EHS, and easily ties financial and health data together.

The agency has established systems in place to maximize collections and reimbursements including written procedures for eligibility determination as well as billing, credit, and collection policies and procedures. These systems are documented in HACS' Financial and Administrative Procedures Manual that is reviewed and approved by the board annually.

Many billing and collection processes are automated which reduce the burden to the agency. For example, Capario's portal enables the submission of cleaner claims, which increases first-time pass-through rates, streamlines workflow and speeds accurate payments. Prior to service, registration staff can check patient eligibility in real time, enabling HACS to: 1.) Improve time-of-service; 2.) collections; 3.) Ensure claims are directed to the appropriate payer, eliminating the expense of resubmission; and 4.) Reduce the need to check multiple payer Web sites or make calls to verify each patient's eligibility, saving staff time.

HACS' financial accounting and control systems are appropriate for the size and complexity of the organization, given the amount and number of grants and contracts it administers, and the amount and type of patient service revenue generated. HACS uses SuccessEHS, which serves as HACS' main financial information tools.

HACS' Compliance and Performance Improvement Program (CPIP) complements the board's financial oversight of the Health Center. The CPIP ensures compliance with grant and contract requirements, goals, and objectives and allows HACS to identify and address opportunities for improvement to maximize efficiencies, which reduces the agency's cost of doing business. The agency is known for surpassing grant standards, not only with respect to fiscal management and controls, but also its ability to leverage other sources of funding to enable a richer offering of services for the many patients with co-occurring disorders and complex medical situations. As well, HACS has been recognized for positive patient health outcome measures, and staff development and training.

HACS maintains financial records in accordance with the Generally Accepted Accounting Principles (GAAP) and Financial Accounting Standards Board (FASB) for a Not-for-Profit organization. Fiscal activities are implemented using board approved fiscal policies that include and reference Health Center Program Expectations (PIN-98-23) regarding internal controls, safeguarding assets, maintaining adequate cash-flow to supporting operations, and maximizing revenue from all revenue sources.

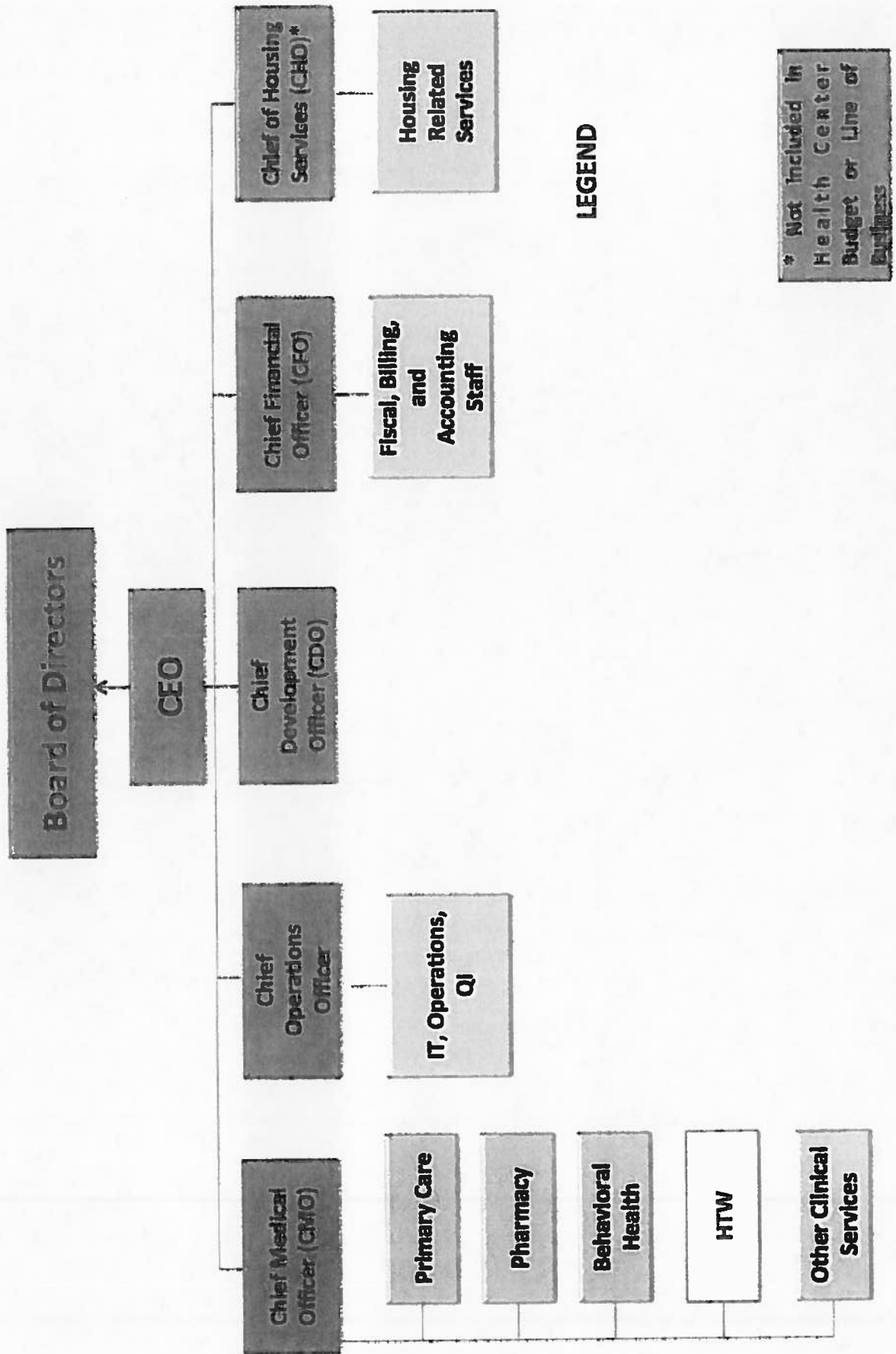
HACS conducts an audit in accordance with the Office of Management and Budget (OMB) Circular A-133 that is submitted to each of the agency's funding sources. The audit also includes a schedule of federal award expenditures to facilitate additional analysis as required by OMB. In its most recent audit, the clinic received the following recommendations: Establish allowance for doubtful accounts; Perform monthly general ledger analysis and reconciliation; Additional steps for payroll preview; and Prepare the schedule of expenditures of federal awards as part of the year-end closing process. The status of all recommendations is "complete".

HACS' financial systems conform to expectations in OMB and Texas UGMS and provide internal controls; safeguard assets; ensure stewardship of federal, state, and local funds; maintain adequate cash flow to support operations; ensure access to care; and maximize revenue from all sources of funds. The agency has established processes for providing segregation of duties for financial issues. Two separate people make account reconciliations and deposits. Checks are printed and processed by the accountant who cannot sign on the bank account. Two signature checks are required for payment of expenses. The agency, as well as an outside independent auditor, tests these controls routinely to ensure compliance.

In addition, the agency's comprehensive plan makes certain that resources are consistently available to conduct QI/QA processes and activities throughout the entire organization. Periodic assessment includes quarterly data collection and on-going evaluation regarding the following metrics based on a 10% chart review per agency policy: 1.) Service utilization; 2.) Quality of care using applicable standards of care or clinical practice guidelines; 3.) Benchmarking (if available data exists); 4.) Health outcomes measures, including the Clinical Financial Measures as well as other health measures included in the CPI plan; and 5.) Other selected performance indicators, including financial/operational performance measures (i.e. HRSA Financial Measures).

Houston Area Community Services (HACS)

HTW - Organizational Chart





Job Description Chief Executive Officer

Overview: The Chief Executive Officer is responsible for the overall management of the organization. The Chief Executive Officer reports to the Board of Directors of Houston Area Community Services, Inc. and carries out the directives of the Board. The Chief Executive Officer serves as the agency's spokesperson within the community. The Chief Executive Officer coordinates all grant activities. This position supervises the Chief Medical Officer and the Chief Financial Officer and other assigned staff as deemed by the Board of Directors.

Duties and Responsibilities:

- Determine, with the Management Team, the qualifications for all staff.
- Supervise staff within the agency by evaluating performance as outlined in the Personnel Policies and job descriptions, by providing guidance and support for tasks. Communicate, interpret, and enforce program and administrative policies with supervisees at orientation and as new policies are developed.
- Review of personnel, administrative, and clinical policies & procedures at least annually. Coordinate the development of new and refinement of current policies and procedures.
- Report to the Board, no less than monthly, about the activities and statistics, management, and finances of HACS and how these areas relate to the annual and/or strategic plan.
- Oversees all activities of the organization.
- Develops and monitors the organization's budgets as well as administers its financial management.
- Negotiates and monitors contracts and services with funding sources, vendors, and contractors.
- Assists the organization's data management system and computer network system.
- Provides technical assistance to program staff in areas of total quality management and grants administration.
- Assist with the preparation of the annual plan for program development by July 30 with Management Team
- Participate with the Management Team in the review of quality and performance improvement activities.
- Review and act upon any reports about HACS programs presented by funding sources, licensing/accreditation bodies, and committees.
- Performs quality management/assurance activities.
- Other duties as assigned.

Education, Experience, Licensure/Certification and Skills/Abilities Related Requirements:

1. Graduation from an accredited undergraduate program within the Human Services Field
2. Five (5) years progressively more responsible experience in human services management
3. Knowledge of standard management and human services practices principles and IT
4. Knowledge of fund accounting principles, budget development, monitoring, and reporting to funding sources

Continuing Education and Training Requirements:

Participates in trainings required by the funding source and/or as required by licensure

My signature below acknowledges that I have received a copy of my Job Description.

Employee Signature

Date



Job Description Chief Financial Officer

Employee's Name	Functional Title CFO
Hire Date	Supervisor

Overview: Implements all aspects of grant management as well as contract compliance for all programs. The Chief Financial Officer reports to the Chief Executive Officer. The Chief Financial Officer is responsible for the fiscal management of the organization, which includes management of the accounting staff and contracted accounting services (e.g. accounting firms, CPAs). This position is also responsible for compiling financial reporting, accounting system development, internal and external audit coordination, internal control management, and costs analysis and reporting. This position is also responsible for the organization's computer network system.

Duties and Responsibilities:

- Oversees all company accounting practices, including accounting departments, preparing budgets, financial reports, tax, and audit functions.
- Develops goals, policies and procedures for the effective financial operations of the corporation and to assure fiscal solvency and appropriate controllership policies for it.
- Directs financial strategy, planning and forecasts; conferring with CEO and department heads.
- Supervises investment of funds for HACS.
- Studies, analyzes and reports on trends, opportunities for expansion and projection of future company growth.
- Administers the organization's data management system and computer network system.
- Provides technical assistance to program staff in areas of contracts and grants administration.
- Assist the CEO with the preparation of the annual plan for program development by July 30.
- Prepares monthly financial reports for the CEO and the Board of Directors, apprising the CEO of any major and/or adverse trends in financial operations.
- Participate with the Management Team in program review and improvement activities.
- Review and act upon any reports about the program presented by funding sources, licensing body, Quality Improvement or review or advisory committees.
- Assists with quality management/assurance functions.
- Other duties assigned by the CEO.

Education, Experience, Licensure/Certification and Skills/Abilities Related Requirements:

- Graduation from an accredited undergraduate program within the Human Services Field and/or Business.
- Five (5) years progressively more responsible experience in grant and contract management.
- Knowledge of standard management and human services practices principles and IT.
- Knowledge of fund accounting principles, budget development, monitoring and reporting and funding source.

Continuing Education and Training Requirements:

Participates in trainings required by the funding source and/or as required by licensure.

My signature below acknowledges that I have received a copy of my Job Description.

Employee Signature

Date



Job Description Chief Medical Officer

Employee's Name	Functional Title CMO
Hire Date	Supervisor

Overview:

Provides senior executive leadership for HACS in facilitating medical staff interactions with Administration and the governing board and to assure effective and efficient delivery of quality medical care consistent with the mission and vision of HACS.

Duties and Responsibilities:

- Maintains a working knowledge of applicable National, State and local laws and regulations, Joint Commission and other regulatory requirements affecting the medical and allied health staff.
- Provides leadership to HACS in the areas of strategic planning, strategy execution and implementation of care management programs.
- Oversees, directs and supports the rendering of medical management decisions that maximize benefits for customers while pursuing and supporting corporate objectives.
- Monitors effectiveness of management practices and productivity indicators using data such as turnover rates, absenteeism, budget variance, patient, MD, and staff satisfaction surveys.
- Acts as the primary liaison between administration and HACS medical staff.
- Participates in professional organizations and represents the agency in a professional, competent manner in the community.
- Demonstrates effective leadership skills of delegation, organization, and coordination of the intra-department activities and inter-department integration.
- Assures the ongoing development and implementation of policies and procedures that guide and support the provision of medical staff services.
- Assesses and communicates recommendations for utilization of space, space needs, equipment, personnel and other resources as needed.
- Prepares and submits reports as necessary to any requiring department in an accurate and timely manner.
- Serves as liaison with all external parties and institutions, including public, governmental, and HACS entities.
- Oversees and manages all on-site inspections, assisting inspectors and surveyors in the performance of their duties, and provides reports as required to follow-up.
- Develops an effective process for staff development and retention.
- Ensures appointment of medical staff and allied health privileges are compliant with sound credentialing practices.
- Oversees preparation of agenda and materials for MEC and other medical staff committees.
- Examines, diagnoses, and treats patients.
- Acts as primary consultant on all adult cases referred by other staff providers of HACS.
- Completes all EMR required fields after each visit including the e-signing of notes.
- Provides quality medical care according to HACS standards on quality assurance.
- Perform other related duties incidental to the work described herein or prescribed by the CEO.
- Oversees and participates in quality assurance, quality management, and compliance and performance improvement initiatives.

Education, Experience, Licensure/Certification and Skills/Abilities Related Requirements:

- MD with unrestricted medical license required.
- Minimum of seven or more years of clinical practice, participation in a leadership role in medical staff organization activities, and through management experience within a health care delivery system. Three to five years of management

Continuing Education and Training Requirements:

Participates in trainings required by the funding source and/or as required by licensure.



Job Description Revenue Cycle Manager

Employee's Name	Functional Title Revenue Cycle Manager
Hire Date	Supervisor Chief Financial Officer

Overview: The Business Office Manager will manage and supervise the fiscal and administrative functions, activities, and projects of the health center. Responsibilities include the managing, planning and coordinating the functions of the clinic to include: Supervising all billing and collecting procedures, monitoring delivery of patient services, acting as liaison with patients, businesses, hospitals, academic administration and faculty. The Business Office Manager is responsible for the day-to-day business operations of the clinic.

Duties and Responsibilities:

I. ADMINISTRATIVE

- Direct all billing and collecting procedures, to include appropriate coding and ensuring that staff are trained and educated in all government, national, and medical coding and billing regulations.
- Troubleshoots any billing issue with Medicare/Medicaid electronic interchange network as well as with third-party payers. Arranges payment plan for patients who require added time to pay for services rendered in accordance with established procedures. Guides other staff in calculating and collecting appropriate sliding-scale fees. Processes credit card batches for co-pays and other revenues.
- Reviews and verifies accuracy and completeness of bank deposit slips for clinic receipts as prepared by billing clerks. Verifies accuracy and completeness of daily cash drawer reports and investigates any variances. Forwards bank deposits and cash drawer reports to Fiscal Manager.
- Monitor delivery of patient services to include reviewing physician activity data and forecast and prepare for all changes needed or impacted by patient load, billing/collecting procedures, and government regulations and policies.
- Complete various special projects, which may require reviewing and analyzing information, identifying problems recommending solutions and writing reports.
- Review internal policies and procedures and update as needed.
- Function as the clinic liaison with patients, businesses, hospitals, academic administration, and faculty.
- Maintains on-site Medical Records administration and ensuring that all state and federal regulations governing the release of information is followed.
- Perform other duties as assigned.

II. SUPERVISION

Received:

- Work is performed under general supervision of the Chief Financial Officer.

Given:

- Provides general supervision and instructions to Patient Support Specialist, Billing Clerks, and Intake/Eligibility Workers.

Knowledge, Skills and Abilities

Must be familiar with the use of a spreadsheet, database, word processing, electronic medical record system, and practice management system. Knowledge of CPT/ICD-9 coding procedures and be familiar with Medicaid, Medicare, and commercial insurance billing procedures. Must be able to proceed with own initiative while using independent judgment and discretion. Possessing excellent verbal and written communication skills, leadership and organizational skills, interpersonal and time management skills, and ability to multi-task are strongly preferred. Must have knowledge of office management and administrative procedures, and the ability to supervise and review the work of others.

EQUIPMENT

Knowledge of data processing equipment, personal computers, and other standard business machines common to most offices

WORKING CONDITIONS

Work is performed in an office environment.

Education, Experience, Licensure/Certification and Skills/Abilities Related Requirements:



Job Description Accounting Assistant

Employee's Name	Functional Title Accounting Assistant
Hire Date	Supervisor

Overview:

The primary responsibility of this position is to review all invoices and payment requests for appropriate documentation and approval prior to payment.

Duties and Responsibilities:

- Review all invoices for appropriate documentation and approval prior to payment.
- Enter all approved invoices for payment into A/P system.
- Process 3-way matching of P.O., invoice, and other designated attachment.
- Code checks in accounting system before forwarding to Accounting Manager for approval.
- Process A/P checks to receive discounts and/or currently due (including ACH transactions and web payments).
- Issues payment after signature of approval is issued by the Chief Officer.
- Makes copies of all fiscal supporting documentation necessary for grant reporting.
- Files check copy and voucher with supporting documentation in appropriate vendor file.
- Provide aging accounts payable report reflecting the statuses of all invoices or check requests and their age in days with highlights of key vendors whose supplies are vital to the daily operation of HACS. (ie. utility companies, mortgage holders, etc.) Also, highlights those vendors whose aging is greater than 60 days.
- Reconcile accounts payable related accounts; and submit journal entry requests to Staff Accountant for adjustment to the general ledger.
- Research and resolve any outstanding balances on accounts, including telephone, mail, or email communications with vendors.
- Respond to vendor inquiries.
- Enter new or update vendor names and data, send W-9 to vendor, enter ID# into system.
- Maintain files and documentation thoroughly and accurately, in accordance with HACS' policies and accepted accounting practices.
- Assist in annual audit by preparing assigned reports or providing documentation as directed by Fiscal Manager.
- Performs quality management/assurance activities.
- Other tasks as assigned by Fiscal Manager and the CFO.

Education, Experience, Licensure/Certification and Skills/Abilities Related Requirements:

- Associates Degree or 2-4 years comparable experience. BS or BBA in Finance or Accounting Preferred
- Must possess excellent oral and written communication, mathematical, interpersonal, management, organizational, time management, customer service, and conflict resolution skills.
- Proven ability to multi-task and produce accurate results in a high volume setting.
- Must be proficient with personal computers, word processing, spreadsheets, accounting related software and 10-key by touch.
- Must be able to follow standard filing procedures
- Must be able to interact with employees and vendors in a professional manner.
- Must maintain confidentiality with tact and diplomacy
- One year bookkeeping or accounting experience preferred. Experience with Microsoft Excel is required.



Job Description

Front Office Coordinator

Employee's Name	Functional Title Front Office Coordinator
Hire Date	Supervisor

Overview: This position is one of the most important functions in the health care delivery system and the first point where contact is made personally or by telephone. The person will receive the patient and direct them to the services needed. Making appointments and making preliminary assessment category of payment for patients are essential before provider can see them.

Duties and Responsibilities:

- Maintenance of all front desk activities
- Greet and sign-in patients
- Responsible for accurate appointment scheduling.
- Confirmation of all appointments for the following day.
- Completion of all filing of charts by the end of day.
- Ensuring that all charts are in compliance with documentation requirements.
- Supervision and delegation of responsibilities to volunteers, including Intake Coordinator.
- Entering new patients into CTMP and maintenance of all other data input.
- Maintaining office supply inventory.
- Supervise patient flow through clinic.
- Communicate with patients professionally and accurately regarding clinic policies, delays in schedules, etc.
- Keep all program fliers and information posted and available in waiting room.
- Compliance with all policies and procedures, including confidentiality for patients and patients' records.
- Accurately implement and collect co-pays.
- Assist in screening of Medicaid and other insurances.
- Other duties as assigned by the Vice President of Clinical Affairs, Operations Manager, or Front Office Supervisor.

Education, Experience, Licensure/Certification and Skills/Abilities Related Requirements:

- High School diploma or equivalent.
- Bilingual abilities in English and Spanish preferred.
- Proficiency in Microsoft Word and Outlook.
- Minimum typing speed of 35 wpm.

Continuing Education and Training Requirements:

Participates in training required by the funding source and/or required by licensing board.

My signature below acknowledges that I have received a copy of my Job Description.

Employee Signature

Date

Job Description

Community Health Worker HTW

Primary responsibilities of community health workers may include treating minor illnesses, looking after pregnant women and caring for children. Additional duties may involve family planning services, promotion of sanitation and hygiene, screening for communicable diseases, performing health education activities, collecting statistics, maintaining records and providing health care referrals.

Education: BA or BS

Experience: Providing medical and/or social services to the targeted population for at least three years.

Position: Navigator

Purpose of the Role and Scope of Responsibility:

To facilitate consumer enrollment in a Qualified Health Plan (QHP) through the Federal Marketplace and or other health programs such as Medicaid and CHIP by providing fair, impartial, and accurate information that assists consumers with submitting the eligibility applications, clarifying distinctions among QHP's, and helping qualified individuals make informed decisions during the health plan selection. The Navigator will conduct consumer assistance activities as well as outreach and education activities to consumers and businesses about the availability of these programs and insurance affordability to encourage participation. The Navigator will provide all services for the public good and serve as a resource to all consumers, including but not limited to, existing patients of the health center as well as to consumers, particularly from communities that are under-served by and under-represented in the current health insurance market.

Principal Accountabilities/Responsibilities

1. Provide application assistance and facilitate enrollment of eligible patients and community members in health insurance programs.
2. Maintain knowledge and expertise in eligibility, enrollment, and program specifications of the Federal Marketplace and other health coverage programs such as Medicaid and CHIP.
3. Implement outreach strategies to promote the availability of health insurance and encourage participation of consumers particularly in communities that are under-served and under-represented in the current health insurance market.
4. Conduct outreach and education activities to educate health center patients, consumers, businesses, community organizations and other stakeholders about insurance affordability through the Marketplace, Medicaid and or CHIP to encourage participation.
5. Provide information and assistance in the consumer's preferred language and or provide limited-English proficiency consumers with oral and written notices of their rights to receive language assistance services and how to obtain such services.
6. Provide referrals for consumers with questions, complaints, or grievances to any applicable office of health insurance consumer assistance or health insurance ombudsman, or any other appropriate state agency or agencies.
7. Ensure the protection and security of a consumer's personal, confidential and identifiable information in a professional and responsible manner and carry out all measures to prevent from unauthorized disclosures.
8. Demonstrate and maintain the standards and requirements of the Health Insurance Portability and Accountability Act (HIPAA).

Knowledge, Skills & Abilities:

Strong oral and written communication skills.

Ability to work effectively and professionally in a fast-paced environment.

Knowledge of and ability to work and engage with the uninsured, under-served and under-represented populations.

Must have intermediate computer skills and be able to type at least 40 wpm.

Spanish and English bilingual preferred

Education & Experience:

Must have at least two years' experience working with private health insurance programs in areas such as assisting people with the application, facilitating enrollment, explaining insurance policies, and helping people choose a plan that best suits them. Relevant years of experience can be substituted for bachelor's degree.

Job Description

Registered Dietician HTW

Generally, RDs advise and counsel others on food and nutrition. They may explain nutrition issues to clients, assess the dietary and health needs of clients, develop meal plans for clients, gauge the effects of these meal plans, promote nutrition through public speaking and community outreach programs, and keep abreast of the latest research in nutritional and food sciences.

- *Community dietitians* -- these RDs primarily educate the public on food and nutrition issues and topics. They may work in government agencies, non-profit organizations, public health clinics, and HMOs.
- *Management dietitians* -- these RDs work in planning meal programs in food service settings, including hospitals, cafeterias and food corporations. Their duties may involve overseeing other dietitians and/or kitchen staff, buying food, and performing the business tasks of managing a dietary/meal program.

Registered Dietitian Skills Required

In order to be a good, effective Registered Dietitian, one should possess the following skills:

- Good decision making and judgment capabilities
- The ability to instruct others
- The ability to identify and solve complex problems
- Being socially perceptive; that is, aware of the reactions of others and understanding those reactions
- Good reading comprehension skills
- Good coordination skills and the ability to adjust one's actions in relation to others' actions
- Effective logic, reasoning and critical thinking skills
- Effective writing skills
- Effective speaking skills
- Active listening skills

Education Requirements

The Commission on Dietetic Registration (CDR) of the Academy of Nutrition and Dietetics (AND) requires that students complete a college/university educational program in dietetics and/or nutrition that is accredited by the Accreditation Council for Education in Nutrition and Dietetics (ACEND) of the Academy of Nutrition and Dietetics (AND).

FORM I: WORK PLAN

Legal Business Name
of Respondent:

Houston Area Community Services, Inc. (HACS)

Program Component B:

Quality Assurance/Quality Improvement (4 PAGES):

HACS Quality Improvement/Quality Assurance (QI/QA) and risk management programs comply with requirements of the BPHC for Section 330 grantees, Joint Commission for agencies accredited in primary and behavioral health, and the National Commission on Quality Assurance for Patient Centered Medical Homes. HACS' achievement of these designations and recognitions is a hallmark of the agency and defines its commitment to provide only the highest quality service to all who enter its doors. HACS was the first FQHC in Houston to have both Joint Commission certification and NCQA PCMH status and it has provided guidance to other area FQHCs on the process for becoming recognized. The health center is the only local FQHC with Ambulatory Care and Behavioral Health Care accreditations from Joint Commission.

As the agency has evolved to serve different populations and meet top accreditation/designation standards, the form/format of its QI/QA program has also been enhanced, but with the focus always to ensure strict compliance of regulatory/legal guidelines and to establish processes that will have an impact on improving patient and community health. The overall responsibility for the Quality Improvement Program rests with the Board of Directors and Senior Leadership of the organization particularly the Chief Executive Officer (MBA) and the Chief Medical Officer (MD) who may then delegate authority to the Quality Improvement Committee. The Committee is responsible for maintaining an active program and is the body that sets the schedule, hears the reports and assesses the results of the various quality activities.

In addition, once problems have been identified, the Quality Committee is responsible for identifying persons within the agency to develop a corrective action and implement action steps to achieve the corrective action and the desired outcome. The team includes those who work closely in the areas of concern.

In line with its accreditation statuses through Joint Commission, HACS has adopted a comprehensive set of Administrative Policies and Procedures, which was revised August 2, 2015. The board-approved policies and procedures address all aspects of the QI/QA and risk management plans. The following is a partial list with examples:

- Individual Rights and Responsibilities (Confidentiality, Employee Rights re: Patient Care, Patient Financial Policy, Integrity of Clinical Decision Making, Denial of Coverage, Patient Privacy, Security & Property, Informed Consent, Redress of Grievance, etc.)
- Provision of Care, Treatment, and Services for Ambulatory Care (Patient Registration, Admission Assessment, Pain Management, Nutrition Assessment, etc.)
- Medication Management (Psychotropic Medications, Medication Storage, Recall & Discontinued, Selection & Procurement, Adverse Drug Reactions, etc.)
- Infection Prevention & Control

- Performance Improvement (Medical Records Review, Satisfaction Surveys, Sentinel Events, Organizational Performance)
- Leadership (Leadership Structure, Safety/Quality Culture, Collections & Billing, Ethical Principles, etc.)
- Environment of Care (Risk Management, Non-Smoking, Violence in the Workplace, etc.)
- Management of Human Resources
- Information Management
- Provision of Care, Treatment, and Services for Behavioral Health Care

All standards are available online to providers and staff via mobile or desktop, which ensures ready access to HACS policies. In addition, HACS complies with all policies and procedures that are contractually required by other funding entities, such as Texas DSHS.

Organizational policies and procedures are developed and vetted through the following committees:

- Leadership Committee – Provides implementation oversight of any changes in service delivery including revisions to policies and procedures. The Executive Management Team serves on this committee.
- Compliance and Performance Improvement Committee (CPIC) – Directs and oversees continuous quality improvement efforts in the areas of surveillance, prevention and control of infections, management of information, medication management, environment of care, provision of care, and consumer rights & responsibilities. CPIC also evaluates the quality of care provided at HACS. By measuring selected quality care indicators and comparing the findings to appropriate benchmarks, the committee identifies areas needing improvement and sends the findings to the CEO. CPIC is comprised of Board Chair, two Board members serving as Co-Chairs of the Committee, the CEO, CFO, CMO, CBSO, RN Clinic Manager, and QA/QM Nurse Manager. This leadership group approves the performance improvement plan and reviews quality improvement activities during its regular meetings. The CPIC is established by the Board of Directors and serves under the direction of the Chief Medical Officer. Additional members may be added at the discretion of the Chief Executive Officer and/or Chief Medical Officer.
- Credentialing Committee – Meets once a month, and carefully investigates, reviews, and discusses each credentialing application. The Committee is responsible for rejecting applications from those practitioners or facilities that fail to meet credentialing criteria due to licensing board actions, liability suits, and/or legal issues. The Human Resources Administrator and Director of Clinical Services staff this board committee.
- Pharmacy and Therapeutics Committee – Formulates and reviews policies regarding the selection, intra-agency distribution, storage, and safe use and administration of drugs within HACS.
- Ethics Committee – Serves as a resource for HACS staff as well as consumers. At times, staff or consumers face ethical dilemmas while providing or receiving care. This committee maintains a diverse membership including individuals in charge of policy development, those who provide care, and those who receive care. The committee provides education and training to staff and consumers, reviews HACS policies and procedures, and provides case consultation to multidisciplinary team members. The committee retains strict confidentiality

pertaining to case reviews. The CMO staffs this committee with other staff as appropriate, e.g. the Chief of Behavioral Health Services.

- Safety Committee – Addresses department, unit, or building safety and risk management concerns. The committee identifies these concerns, provides solutions, disseminates safety information, conducts safety self-audits, and assists the HACS Safety Officer. The RN Director of QM/QA will staff this committee, with other personnel as appropriate to the clinical area of concern.
- Consumer Advisory Board (CAB) -- Provides constructive consumer insight and feedback to all levels within HACS. The CAB approves all tools and materials produced by HACS for its consumers. The CAB provides a “reality check” to the agency by providing guidance on what type of strategies or service delivery methods “will work” or “not work”. HACS operates a PLWHA CAB and Youth MSM CAB. The Clinic Director staffs this committee, working with other clinic staff, and consumer advisors.

HACS has a Board-approved policy for validating and evaluating the credentials and competencies of licensed and certified staff as a basis for employment, continued employment or change in assignment, in compliance with FTCA. The Center’s board-approved credentialing and privileging policy includes a review of medical malpractice risk management and a thorough provider background check prior to being contracted or hired. The process also ensures each provider has appropriate privileges at associated hospitals.

The Human Resources Administrator conducts initial provider credentialing and privileging prior to hiring a licensed or certified staff member, and presents applications/findings to the Credentialing Committee as described above. The Director of Clinical Services completes the credentialing process before presenting to the Credentialing Committee. The Credentialing Committee is responsible for conducting and reviewing the credentialing/privileging information and making a recommendation to the board for approval. Re-credentialing occurs at a minimum of every two years thereafter. The process adheres to HRSA, Joint Commission, and NCQA standards.

The Chief Medical Officer improved the process for board reporting of provider credentialing/privileging based on the recent FTCA application. The board receives periodic updates regarding individuals who have been granted and/or denied clinical privileges and de-identifies those individuals with credentialing issues through a unique character code. FTCA coverage of HACS physicians is current.

HACS embeds risk management activities within the QI/QA or performance improvement process that includes but is not limited to hazard vulnerability, infection control, medication errors and sentinel events. Risk management procedures include monitoring and addressing compliance/risk in the areas of “environment of care”, patient rights and assessing patient satisfaction. HACS seeks to continually improve its QA and RM processes through implementation of PDCA (Plan Do Check Act). Examples include:

- **Risk management procedures** –Implemented medication reconciliation lists provide to patients and infection control policies.
- **Patient grievance procedures** -- Incorporated the grievance policy into the Patient Information Handbook.
- **Incident management** – The Joint Commission unannounced survey facilitated HACS' risk management incident reporting procedures regarding "near misses." The staff received training in April 2014, 2015, and 2016 pertaining to this document.

Risk management trends are documented and addressed through the committees described above with monthly review/evaluation. The recent hiring of a Director for QA/QM will further ensure risk management is strong and effective throughout the organization.

The Quality Plan shall relies on two basic approaches to assessment:

1. **Chronic Care Model:** HACS employs the Stanford Chronic Disease care model which helps care managers set and measure patient goals for two chronic conditions: hypertension and diabetes, two diseases highly prevalent in the service area patient population. The goals will be continuously monitored using established measures of success appropriate for these medical problems.
2. **PDSA cycles:** PDSA, which stands for Plan Do Study Act, is the tool that is used to facilitate quality improvement activities. The Plan/Do/Study/ Act approach will be used to assess the clinical operations and administrative functions of the organization. Staff involved in each area will be instrumental in determining the process, gathering data and making changes for improvement. Included in data measuring will be Patient Satisfaction Questionnaires as well as the patient tracer approach used by the Joint Commission. Sentinel event investigations and incident report review will be critical for planning PDSA cycles as well. All employees will be given appropriate training in the use of this tool. PDSA (QI) projects are designed to assist management in data-driven decision-making. The Committee uses appropriate data presentation methods like graphs and pie charts.

Any selected performance indicator or health outcome that falls below 90% warrants investigation by the Compliance and Performance Improvement Committee (CPIC), which is chaired by the CMO. The committee members review the data and formulate a plan on how to improve indicator achievement. The CPIC performs a PDSA cycle for a specified period of time to test the changes made to a process or activity. More than one PDSA activity can occur simultaneously. The members discuss the results of the PDSA cycle noting its effectiveness or non-effectiveness. Members revisit their original plan and make adjustments to the plan if the PDSA cycle did not improve indicator performance. The CPIC launches a revised PDSA cycle and checks the end results. This process continues until the desired results are achieved.

FORM I: WORK PLAN

Legal Business Name
of Respondent:

Houston Area Community Services, Inc. (HACS)

Program Component C: Professional Development

- a. **Describe how respondent will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures.**

Cultural Competence

As a matter of practice, HACS employs bilingual Spanish-English staff in all of its clinics' patient-centric areas, especially given the large numbers of recent immigrants and low English proficiency in the service area. As part of the hiring process, HACS verifies language competency (written and verbal) by administering a language competency test (written and observed). The agency utilizes the AT&T Language Line or the Montrose Center (MCC) for interpreter services in order to accommodate languages other than English/Spanish.

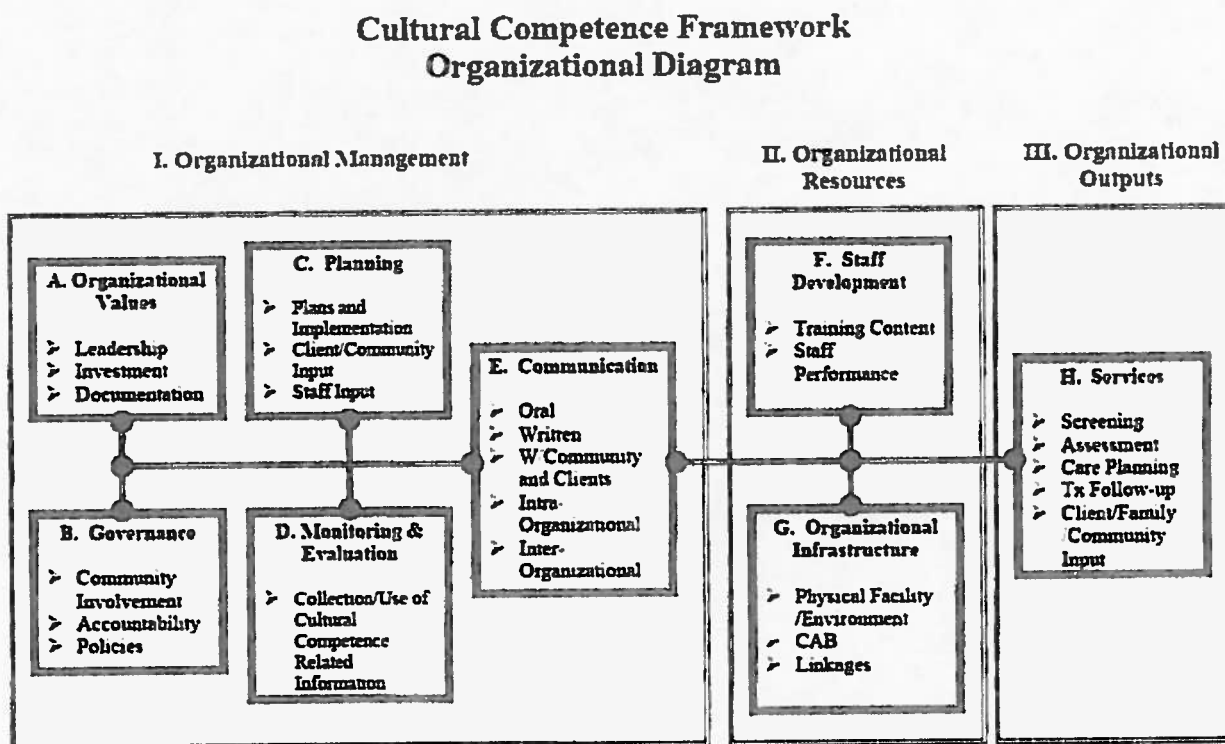
Cultural competence also includes providing services that are sensitive to the needs/customs of the unique populations served, whether due to their racial/ethnic background and language, mental health conditions, or poverty/homeless status. HACS recognizes that true organizational cultural competence requires the commitment, attention and resources from top management. It therefore provides all staff with extensive cultural competence and sensitivity training and requires staff to receive yearly continuing education in cultural competence. As well, acknowledging that training in and of itself is not sufficient, it strives to incorporate policies and procedures that institutionalize that commitment.

HACS takes pride in its agency and its client diversity and applies a cultural competence framework in order to address cultural and linguistic service accessibility. This framework's use performs routine monitoring, regular quality reviews with cultural competence standards including the National Standards on Culturally and Linguistically Appropriate Services (CLAS), 4, 5, 6, and 7, and periodic evaluative studies.

- **Standard 4** -- HACS provides language assistance services. Health Center patients have direct access to bilingual staff during all hours of operation.
- **Standard 5** -- The agency provides all materials, verbal instructions, and written notices in the user's preferred language. A Client Rights & Responsibilities Statement informs all patients they have the right to language assistance services free of charge.
- **Standard 6** -- HACS verifies language competency (written and verbal) by administering a language competency test (written and observed) as part the hiring process. HACS does not use the patient's family members or friends to provide instructions unless requested by the patient.
- **Standard 7** -- As a Joint Commission requirement HACS makes available easily understood patient-related materials and posts signage in the languages of the commonly encountered and represented groups in all the service area sites.

Figure 1 below outlines how HACS uses organizational resources to ensure cultural competence that transforms it from an agency core competence to a marketplace competitive advantage in order to provide high quality, affordable healthcare within the targeted service area.

Figure 1. HACS' Cultural Competence Framework



Over half the key personnel at HACS are representative of the community patients served, with a strong presence of bilingual Hispanics and African Americans. HACS is an Equal Opportunity Employer and will ensure all qualified applicants are appropriately assessed when hiring, keeping in mind the value inherent in having a diverse, culturally competent staff that mirrors the residents of the community they serve.

As previously stated, culturally appropriate services are provided for the special population served by HACS (public housing residents, LGBT, patients who are experiencing homelessness), i.e. case management, social worker, substance abuse/mental health, and healthcare services are provided in a manner appropriate to these patients' educational and psychosocial circumstances. Cultural competency training for staff also addresses the unique needs of special populations. HACS will also work to ensure that any staff of partnering agencies will also undergo cultural competence training in order to work with clinic clients.

Screening, Brief Intervention, and Referral to Treatment (SBIRT) Health Professions

The SBIRT training curriculum includes three (3) core components that are included in the SAMHSA website and will be lectured by experts in the topic. Below are the three components and brief description:

Screening. Incorporated into the normal routine in medical and other community settings, screening provides identification of individuals with problems related to alcohol and/or substance use. Screening can be through interview and/or self-report. Any level of practitioner, i.e., physician assistants, dentists, psychologists, pharmacists, nurses, social workers, counselors, medical students and residents and physicians, can use screening tools. Included in screening is the concept of pre-screening in which a reduced set of validated questions are universally asked to quickly eliminate those individuals who would quickly prove negative on the full screening tools.

Brief Intervention. A face-to-face discussion between the patient and HACS health care professional that is focused on raising an individual's awareness of his/her substance use with the ultimate goal of motivating the individual toward behavioral change and the avoidance of substance use disorders. Brief interventions include 1 to 5 sessions in length, from a few minutes to an hour, and are an essential component to the SBIRT process; all HACS staff will receive comprehensive training in the use of brief intervention during patient interactions.

Referral. A proactive process that facilitates access to culturally competent care for individuals who have been assessed to have a substance use disorders requiring more specialized treatment.

SBIRT-Training funds must be used primarily to support the following types of activities:

- Use of SBIRT training curriculum that has been successfully developed through the previous cohort of SAMHSA SBIRT Medical Residency grants.
- Implementation of the SBIRT curriculum and training for HACS health professionals that preform their duties in an inter-professional health care setting (physician assistants, dentists, psychologists, pharmacists, nurses, social workers, counselors, and other health professional interns).

Motivational Interviewing Training

Motivational interviewing is non-judgmental, non-confrontational and non-adversarial. The approach attempts to increase the patient's awareness of the potential problems, consequences experienced, and at-risk behaviors. A health professional guides the patient envision a better outcome and health lifestyle, and become increasingly motivated to achieve it. The Motivational Interviewing strategy seeks to help patients think differently about their behavior to consider improved health outcomes from change. Motivational interviewing focuses patients on the present, and entails working with a patients to access motivation to change a particular adverse behavior that is not consistent with a patient's individual health outcome.

HACS will train and develop staff in Motivational Interviewing concepts and techniques, as they are foundational to the brief intervention. These techniques must be integrated within the training curricula and implemented in clinical practice. Additionally, HACS will ensure that trainers and those supervising staff within their professional duties are proficient in the use of Motivational Interviewing within the context of the brief intervention, and can provide consistent instruction and oversight as to the use of the brief interventions during students' patient encounters. Additionally, using Motivational Interview skills as part of brief intervention, clients must be screened and assessed for the presence of co-occurring substance use (abuse and dependence) and mental disorders and the information obtained from screening and assessment must be used

to develop appropriate treatment approaches for persons identified as having such co-occurring disorders.

Future Inter-Professional Training

A focus throughout the training and staff development will be to understand the multiple factors that influence health disparities and best practices to increase health equity, particularly for marginalized populations. There will be a special emphasis on effectively serving vulnerable populations with multiple needs. HACS health professionals will identify the role and impact that social determinants of health and the environment have on behavioral health. Staff advocate for client problems and or macro systems from an integrated perspective that considers the intersection of substance abuse, mental health, and physical health and their environment

- b. Identify staff, including job titles, that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.**

Training Staff Roster

Staff Name	Position
Dr. Manjula Cherukuri	Chief Medical Officer
Ms. Sandra Russell	Nurse Practitioner
Dr. Luis Sandoval	Ob/Gyn Physician
Ms. Marisol Mendoza	MA team lead
Ms. Sherri Hawkins	Community Health Worker
Ms. Dori Badillo , LPC	Behavioral Health Specialist
Ms. Nikki Brock, BA	Chief Financial Officer
Mrs. Devona Jackson	Revenue Cycle Manager
Ms. Diana Morales	Front Office Lead
Aracely Pulido	Medical Office Specialist
Mr. Evelio Escamilla	Grants Management/Research Administrator

FORM I: WORK PLAN

**Legal Business Name
of Respondent:**

Houston Area Community Services, Inc. (HACS)

1. Reference the instructions on Form I - Work Plan Guidelines.
2. Respondent must not exceed 4 pages per program component, for a total of 20 pages.

Program Component D:

Recruitment (4 PAGES):

Describe how respondent will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

HACS will conduct promotion, outreach and recruitment strategies. The Community Engagement Specialist will serve as the coordinator for all activities. HACS' staff – Community Health Workers, as well as peer recruiters and peer advocates, will also be responsible for outreach and recruitment activities in the community setting as well as “in reach” in the clinical settings.

The Health Center conducts health promotion, outreach, and recruitment that is cutting edge and new. Activities include traditional outreach as well as innovative activities to ensure successful client recruitment that will lead to: Increase HTW awareness among members of the target community, general public, community leaders, and policy makers; increase access to HWT efforts for high risk groups; full diagnosis of everyone infected with HIV; timely linkage and re-engagement to HTW-related care and treatment; and promotion of continuous participation in systems of care and treatment.

The agency will hire an additional staffing position for a HTW Community Engagement Specialist. This position will have a primary role in planning, implementing, and evaluating program promotion, outreach, and recruitment activities. Activities will include:

- Matching recruitment strategies to the target population;
- Using motivational interviewing to train peer recruiters and peer advocates used in program outreach and recruitment
- Employ street-based (meeting clients in their own environment to engage persons at high risk), venue- based (useful places where high-risk groups spend time) outreach activities;
- Social marketing and internet activities;
- Internal referrals to access HTW clients through other services that are provided;
- External referrals to access clients that are referred by external agencies;
- Social networking, a peer-driven approach of identify HIV-positive or high-risk negative persons from the target community;
- Collaboration with other organizations that have an established history of working with and recruiting members of the target population;

- Seek input from the Consumer Advisory Board and community stakeholders to select the most appropriate program promotion and recruitment strategies and to determine the appropriate use of incentives if any;
- Using surveillance data to support mapping of areas of highest morbidity to establish a comprehensive program promotion, outreach, and recruitment plan; and
- Develop the program's Recruitment Plan. The program's promotion, outreach, and recruitment strategies address participation by members of the target population through multiple points of entry into the program. Moreover, all activities will be culturally, linguistically, and educationally appropriate to meet the needs of the target population.

Furthermore, to ensure that services reach high-risk members of the target population outreach activities will also include:

- Displaying posters and flyers at strategic locations in the target communities; using a mobile vehicle to visit community sites and conduct outreach activities in non-traditional locations; and the HTW Community Engagement Specialist will develop community awareness activities that include community presentations, speaking engagements, participating in community events, using social media and other activities to promote the program.
- In addition, the program will identify gatekeepers to serve as volunteer peer recruiters and peer advocates who have influence and ties to the target population to collaborate and bring testing to the community. The peer recruiters will receive an incentive (\$10 gift card for each person referred and tested) as a "thank you" and motivation to continue to stay involved in recruitment efforts. Peer advocates will play an integral role in conducting program promotion, outreach, and recruitment activities and will work closely with the Community Engagement Specialist. Peer advocates' role will differ from peer recruiters in that they will have a much more active role in recruitment activities and incentives will be performance-based, using established performance measures: 25% based on achieving the target number of HTW contacts conducted; 50% based on reaching the target HTW monthly targets for HTW enrollees; and 25% based on assistance with follow-up for hard to reach clients (based on an overall \$500 incentive payment). Incentives are paid via program-generated revenue; not DSHS funding.
- The program will also use a strategy that when a HTW patient completes at least one visit they will be enlisted to become a peer recruiter. They will identify and refer for HTW at least three individuals from their social network (network associate) who are HTW eligible and have not received HTW services in the last six months. After the network associate completes the HTW volunteer form, the recruiter will receive a \$10 gift card for each person referred and completed a HTW visit. Incentives have been demonstrated to be a strong motivator for the target population to receive treatment. HACS' policies and procedures handbook address the use of incentives, how incentives will be purchased, secured, and tracked.
- Social media tools will be used to disseminate information about HITW services. The use of partnership's websites, Facebook, YouTube, and Twitter will be employed to increase the timely dissemination of HTW activities. Social media activities will also make use of social media trending including visual images that show HTW and public health "in action"; content syndication to display current health and safety content; use of eCards to reach individuals with targeted health information about various diagnostic testing events; text

messaging about testing events and other health information. HACS prioritizes social media efforts utilizing DSHS HTW and other social marketing campaigns and tailor social media campaigns to meet the DSHS HTW contract.

FORM I: WORK PLAN

Legal Business Name
of Respondent:

Houston Area Community Services, Inc. (HACS)

Program Component E

Long-Acting Reversible Contraception (LARC) Usage:

- a. Describe which LARC methods will be provided at respondent's clinic(s) and which LARC methods will be provided by referral only;
 - LARC Methods: IUD and Birth Control Implant/s.
 - Both methods will be provided by our clinics on-site
- b. Describe efforts respondent will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and

Four main initiatives will be implemented to facilitate the use of LARC among the priority population including but not limited to teens and postpartum population:

- Access: HACS will increase access to the clients with our open access scheduling to allow an evaluation/management visit on the same day as LARC insertion or removal. We will model interventions like Bedsider [www.bedsider.org] for reminders on appointments, reinforcing the need for follow-up care, which could reduce no show rates in the priority population.
- Client-Centered Contraceptive Counseling: The Health Center providers will counsel clients and patient advocates on the most effective contraceptive methods first to promote increased awareness of LARC and to encourage informed decision making.
- Affordability: HACS will remove financial barrier to our clients by offering selected LARC at a reduced cost (or no cost) to the client.
- Outreach: Robust standardized efforts by our CHW's and peer advocates to capture every opportunity for starting the conversation and education about effective birth control and facilitate engagement of the priority population in our community to make early informed decision/s.

Below is an example of frequently asked questions (FAQ) and Glossary from the American College of Obstetricians and Gynecologists that HACS will adapt and present to patients <http://www.acog.org/Patients/FAQs/Long-Acting-Reversible-Contraception-LARC-IUD-and-Implant> :

<i>Long-Acting Reversible Contraception (LARC): IUD and Implant</i>
<i>What are long-acting reversible contraception (LARC) methods?</i>
<i>Long-acting reversible contraception (LARC) methods include the intrauterine device (IUD) and the birth control implant. Both methods are highly effective in preventing pregnancy, last for several years, and are easy to use. Both are reversible—if you want to become pregnant or if you want to stop using them, you can have them removed at any time.</i>
<i>How effective are LARC methods?</i>
<i>The IUD and the implant are the most effective forms of reversible birth control available.</i>

During the first year of typical use, fewer than 1 in 100 women using an IUD or an implant will become pregnant. This rate is in the same range as that for sterilization.

How do LARC methods compare with other methods of contraception?

Over the long term, LARC methods are 20 times more effective than birth control pills, the patch, or the ring.

What is the intrauterine device (IUD)?

The IUD is a small, T-shaped, plastic device that is inserted into and left inside the uterus. There are two types of IUDs:

- 1. The hormonal IUD releases progestin. One hormonal IUD is approved for use for up to 5 years. Another is approved for use for up to 3 years.*
- 2. The copper IUD does not contain hormones. It is approved for use for up to 10 years.*

How does the IUD work?

Both types of IUDs work mainly by preventing fertilization of the egg by the sperm. The hormonal IUD also thickens cervical mucus, which makes it harder for sperm to enter the uterus and fertilize the egg, and keeps the lining of the uterus thin, which makes it less likely that a fertilized egg will attach to it.

What are the benefits of the IUD?

The IUD has the following benefits:

- Once it is in place, you do not have to do anything else to prevent pregnancy.*
- No one can tell that you are using birth control.*
- It does not interfere with sex or daily activities.*
- It can be inserted immediately after an abortion, a miscarriage, or childbirth and while breastfeeding.*
- Almost all women are able to use an IUD.*
- If you wish to become pregnant or if you want to stop using it, you can simply have the IUD removed.*
- The hormonal IUD helps decrease menstrual pain and heavy menstrual bleeding.*
- The copper IUD also is the most effective form of emergency contraception.*

How is the IUD inserted?

A health care provider must insert and remove the IUD. He or she will review your medical history and will perform a pelvic exam. To insert the IUD, the health care provider puts the IUD in a slender plastic tube. He or she places the tube into the vagina and guides it through the cervix into the uterus. The tube is withdrawn, leaving the IUD in place.

Will I feel anything when the IUD is inserted?

Insertion of the IUD may cause some discomfort. Taking over-the-counter pain relief medication before the procedure may help. The IUD has a string made of thin plastic threads. After insertion, the strings are trimmed so that 1–2 inches extend past the cervix into your vagina. The strings should not bother you.

What are possible side effects of use of the IUD?

With the copper IUD, menstrual pain and bleeding may increase. Bleeding between periods may occur. Both effects are common in the first few months of use. Pain and heavy bleeding usually decrease within 1 year of use. Both hormonal IUDs may cause spotting and irregular bleeding in the first 3–6 months of use. The amount of menstrual bleeding and the length of the menstrual period usually decrease over time. Menstrual pain also usually decreases. A few women also may have side effects related to the hormones in these IUDs. These side effects may include headaches, nausea, depression, and breast tenderness.

What are possible risks of use of the IUD?

Serious complications from use of an IUD are rare. However, some women do have problems. These problems usually happen during or soon after insertion:

- *The IUD may come out of the uterus. This happens in about 5% of users in the first year of using the IUD.*
- *The IUD can perforate (or pierce) the wall of the uterus during insertion. It is rare and occurs in only about 1 out of every 1,000 insertions.*
- *Pelvic inflammatory disease (PID) is an infection of the uterus and fallopian tubes. PID may cause scarring in the reproductive organs, which may make it harder to become pregnant later. The risk of PID is only slightly increased in the first 20 days after insertion of an IUD, but the overall risk still is low (fewer than 1 in 100 women).*
- *Rarely, pregnancy may occur while a woman is using an IUD.*
- *In the rare case that a pregnancy occurs with the IUD in place, there is a higher chance that it will be an ectopic pregnancy.*

What is the birth control implant?

The birth control implant is a single flexible rod about the size of a matchstick that is inserted under the skin in the upper arm. It releases progestin into the body. It protects against pregnancy for up to 3 years.

How does the birth control implant work?

The progestin in the implant prevents pregnancy mainly by stopping ovulation. In addition, the progestin in the implant thickens cervical mucus, which makes it harder for sperm to enter the uterus and fertilize the egg. Progestin also keeps the lining of the uterus thin, making it less likely that a fertilized egg will attach to it.

What are the benefits of the birth control implant?

The implant has the following benefits:

- *Once it is in place, you do not have to do anything else to prevent pregnancy.*
- *No one can tell that you are using birth control.*
- *It can be inserted immediately after an abortion, a miscarriage, or childbirth and while breastfeeding.*
- *It does not interfere with sex or daily activities.*
- *Almost all women are able to use the implant.*
- *If you wish to become pregnant or if you want to stop using it, you can simply have the implant removed.*

How is the birth control implant inserted?

A health care provider inserts the implant into your arm. A small area on your upper arm is numbed with a local anesthetic. No incision is made. Your health care provider places the implant under the skin with a special inserter. The procedure takes only a few minutes.

How is the birth control implant removed?

To remove the implant, your health care provider again numbs the area. One small incision is made. The implant then is removed.

What are possible side effects of use of the birth control implant?

The most common side effect of the implant is unpredictable bleeding. For some women, these bleeding patterns improve over time. Some women have less menstrual pain while using the implant. In some women, bleeding stops completely. Other common side effects include mood changes, headaches, acne, and depression. Some women have reported weight gain while using the implant, but it is not clear whether it is related to the implant.

What are possible risks of use of the birth control implant?

Possible risks include problems with insertion or removal of the implant. These problems occur in less than 2% of women. Although rare, if a woman becomes pregnant while the implant is inserted, there is a slightly increased risk that it will be an ectopic pregnancy.

Glossary

Birth Control Implant: A small, single rod that is inserted under the skin in the upper arm by a health care provider. It releases a hormone and protects against pregnancy for up to 3 years.

Cervix: The lower, narrow end of the uterus at the top of the vagina.

Ectopic Pregnancy: A pregnancy in which the fertilized egg begins to grow in a place other than inside the uterus, usually in one of the fallopian tubes.

Egg: The female reproductive cell produced in and released from the ovaries; also called the ovum.

Emergency Contraception: Methods that are used to prevent pregnancy after a woman has had sex without birth control.

Fertilization: Joining of the egg and sperm.

Intrauterine Device (IUD): A small device that is inserted and left inside the uterus to prevent pregnancy.

Ovulation: The release of an egg from one of the ovaries.

Pelvic Exam: A physical examination of a woman's reproductive organs.

Pelvic Inflammatory Disease (PID): An infection of the uterus, fallopian tubes, and nearby pelvic structures.

Progestin: A synthetic form of progesterone that is similar to the hormone produced naturally by the body.

Sperm: A cell produced in the male testes that can fertilize a female egg.

Sterilization: A permanent method of birth control.

Uterus: A muscular organ located in the female pelvis that contains and nourishes the developing fetus during pregnancy.

Vagina: A tube-like structure surrounded by muscles leading from the uterus to the outside of the body.

- a. Describe professional development opportunities that respondent will employ for staff related to LARC utilization and education.

Three main initiatives will be implemented to facilitate staff development related to LARC utilization & education:

- i. **Training:** The agency will develop standardized clinical care pathways to guide the providers move through the most effective counseling approaches, and or LARC placement. HACS will utilize WHFPT, CDC, TACHC, ACOG (American College of Obstetricians and Gynecologists) to offer training opportunities for our providers in hands-on LARC placement training and evidence-based counseling that takes into account patient preferences, health literacy, and cultural beliefs.

American College of Obstetricians and Gynecologists is the specialty's premier professional membership organization dedicated to the improvement of women's health. ACOG offers a

variety of resources on their website <http://www.acog.org/About-ACOG/ACOG-Departments/Long-Acting-Reversible-Contraception>.

ACOG Long-Acting Reversible Contraception Program

- LARC Program Activities
 - LARC Clinical Resources
 - LARC Webinars
 - LARC Clinical Education and Training
 - Coding and Reimbursement for LARC
 - Immediate Postpartum LARC
 - LARC Practice Resources
 - Advocating for Access to LARC
 - Patient Resources
 - LARC Program E-Newsletter
2. **Resource Provision:** Similar to Substance Abuse and Depression, HACS will develop internally standardized questionnaires about readiness and intent for pregnancy, providing contraceptive recommendations based on the identified patient needs. This questionnaire offers a road map to our staff to accurately identify the priority population, educate and encourage the most effective contraceptive methods and connect them with our OB/GYN for IUD or Implant placement in a timely manner.
 3. **Quality:** LARC will be closely monitored in alignment with the Healthy People 2020 goal to decrease the unintended pregnancies and improve the post partum visits, selected quality measures like "proportion of female clients aged 15-44 that adopt FDA approval". Data will be shared at least monthly with the provider and staff to assess and drive quality improvement.

Program Component A Program Administration and Management (4 PAGES) Goals: The HTW possesses the appropriate infrastructure to function.				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Goal A: Provision of Required & Additional Services – Make certain that HTW program reflects 100% of the documented services needs noted in most recent needs assessment for the service area	1. Review HTW program to ensure accuracy with the needs assessment.	1. Document each proposed service(s) to the corresponding need and/or desired health outcome within the needs assessment. Add/Drop/Modify if needed.	1. CEO, CMO, and CFO	1. Within 15 days of award
	2. Present final version to the board for approval	2. Board documents and meeting minutes.	2. CEO	1. Within 30 days of award
Goal B: Financial Management and Control Policies – Make certain that agency fiscal policies and procedures comply 100% with GAAP and HTW requirements.	1. Revise any procedures that are not compliant with GAAP, UGMS and/or health center program requirements.	1. Conduct and compare internal and external audit results.	1. CFO	1. Within 30 days of award
	2. Obtain board approval for any new policies pertaining to the financial management and	2. Board documents and meeting minutes.	2. CEO and CFO	2. Within 30 days of award

<p>Goal C: Data Reporting System – Make certain that data reporting systems achieve 100% accuracy for collecting and analyzing data to support all management decisions.</p> <p>Goal D: Readiness to Serve the Target Population – Test all systems to ensure 100% compliance with all accreditations, certifications, and licenses.</p>	control.			
	<p>1. Review data systems and compare reports to check for accuracy and data integrity.</p> <p>1. Test all administrative, fiscal, operational and programmatic systems noting any needs for adapting/tailoring for the target population.</p> <p>2. Conduct PDSA to correct any system failure or gap.</p>	<p>1. Electronic generated reports indicating accuracy and data integrity.</p> <p>1. Compile and compare all available data including review of critical pathways for implementation and/or revision.</p> <p>2. Record and compare pre and post PDSA result(s)</p>	<p>1. COO and IT Manager</p> <p>1. Management Team</p> <p>2. Management Team and/or Compliance Performance Improvement Committee.</p>	<p>1. Within 15 days of award</p> <p>1. Within 90 days of award</p> <p>2. Ninety-120 days: the entire process complete, including testing/improvement through PDCA.</p>

Program Component B Quality Assurance/Quality Improvement (4 PAGES) Goals: Provide and prove high quality services to all HTW patients				
Objectives	Activities	Measurement	Staff Responsible	Completion Date

Objective 1A: Leadership and Accountability - Ensure that the QA/QI program receives 100% participation from leadership and other assigned members.	1. Update QI/QA program to specify the leadership of the Compliance and Improvement Committee.	1. QI Documents and meeting minutes.	1. CMO and Director of Quality and Risk Management.	1. Within 30 days of award
	2. Finalize and approve performance measure for HTW individuals work plan noted in the application.	2. QI Documents and meeting minutes.	2. Director of Quality and Risk Management.	2. Within 30 days of award
Goal 1B: QI/QA Policies and Procedures - Ensure 100% compliance with Joint Commission and NCQA PCMH policies and procedures incorporating the HTW program.	1. Review existing policies and procedures to incorporate the HTW program. 2. Train Compliance and Performance Improvement Committee and others involved with the new process(es).	1. QI Documents and meeting minutes.	CMO and Director of Quality and Risk Management	2. Within 45 days of award
Goal 1C: QI/QA Plan and Process to Evaluate Performance - QI/QA Plan to list at least three PDCA project per year per department and incorporate into HTW specific plan.	1. Identify three performance indicators, which denote needed improvement. 2. Construct and conduct PDSAs until desired outcomes are achieved.	1. Use PMS/EHR data to identify three indicators. 2. Record and compare pre and post PDSA result(s)	1. Compliance and Performance Improvement Committee 2. Compliance and Performance Improvement Committee	

Program Component C Professional Development (4 PAGES)				
Goals: Provide on-going education/training to staff resulting in high quality services.				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Goal 1 Make certain staff adhere 100% to existing and/or new policies and procedures that pertain to the HTW program.	1. Review existing fiscal policies and procedures adapt/tailor for new site if needed.	1. Pre and Post Test results	CMO	1. Within 45 days of award
	2. Train staff on any new changes to policies and/or procedures pertaining to the HTW services.	2. Staff sign in sheets including number of in-services	CMO	2. Within 45 days of award
	3. Inform/educate community partners regarding HTW services.	3. Number of referrals to services.	CMO	3. Within 45 days of award

Program Component D Recruitment (4 PAGES)				
Goals: Identify and hire the best candidate(s) for the HTW Program				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Goal 1 Appropriate Management Team Recruitment – Compare the HTW – Resources Section with existing personnel to ensure 100% compliance with	1. Compare the proposed HTW staffing pattern and identify any new job postings.	1. Number of job postings, Number of candidates, number of hired individuals.	1. CEO, COO, and HR Manager.	Within five days of receiving the NGA.
	2. Conduct outreach and recruitment to potential	2. Number of potential candidates	2. HR Manager	Within thirty days of receiving the NGA.

this program.	candidates based on new job postings.			
---------------	---	--	--	--

FORM J: ASSESSMENT NARRATIVE

Legal Business Name
of Respondent:

Houston Area Community Services, Inc.

Part A

Multiple data sources and assessments exist for many communities. Respondent is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source
Census Data	2013
HACS Need Assessment	11/14/2015
Healthy People 2020 (HP 2020)	Various
UDS Mapper	11/14/2015

Part B

1. A description of the community that will be served by the respondent's proposed support services. This description must include:

a. Geographic boundaries (urban or rural, physical environment);

HACS' service area (SA), as defined by the zip codes where 75% of its patients come from, is large and encompasses fourteen HRSA designated whole or partial Medically Underserved Areas and Populations. Of its 47 SA zip codes, all but 18 expand across a whole or partial Medically Underserved Area (MUA) and Medically Underserved Population (MUP). This area includes Urban and Unincorporated Area of Harris County/City of Houston.

b. General demographic data (age, gender, ethnicity, etc.);

The majority of the SA population, based on zip codes, is Hispanic, but there is also a significant percentage of non-Hispanic White in the area. Total racial/ethnic minorities in the area comprise 73% (2013 Census). A significant portion of the SA population is young (31%), and there are a significant number of women of childbearing age (45%). However the majority of the population is adults ages 20 through 64 (2013 Census). The ages of HACS' current patients include 8% ages 3 or less, 19% ages 4-17, 71% ages 18-64 and 2% ages 65 and older (2015 UDS Report).

c. General socioeconomic data (per capita income, poverty levels, etc.)

The target population of Section 330 (e) community health centers is traditionally defined as individuals with income below 200% of federal poverty level (FPL). Within the 47 zip codes, 44% (829,495) of the population for whom poverty status is determined has income at or below 200% FPL (2013 Census). For HACS, which receives a portion of its 330 funding from the public housing program, i.e. 330 (i), the target population also includes the residents of the two public housing complexes in the area which HACS' serves. Another subset/target population within the SA population is considered the uninsured, regardless of income status, since the uninsured are less likely to have a healthcare home. Per the 2013 Census, 29% of the SA population did not have any form of coverage in 2013 (542,467 residents). This number has likely decreased since the implementation of The Affordable Care Act's Obamacare in 2014 and

Table 1: Key Health Status Indicators						
Indicator	Total	Rate/Percent				
	Births	Black	Hisp.	Other	Harris	TX
Adolescent Mothers* (<18)	1,945	3.2	4.0	-	2.8	3.2
Unmarried Mothers	31,895	-	-	-	44.8	42.4
Low Birth Weight	5,862	13	7.4	-	8.6	8.3
Prenatal Care in 1 st Trimester ²	38,294	53.2	55.2	-	59.2	62.5
Pregnancy Rate		-	-	-	88.2	81.2
Communicable Diseases ²	Cases	Black	Hisp.	Other	Harris	TX
Tuberculosis	341	-	-	-	6.6	4.7
Syphilis	1,612	-	-	-	44.6	27.5
Gonorrhea	6,371	-	-	-	156	127.7
Chlamydia	21,718	-	-	-	545.6	475
AIDS	821	-	-	-	13.5	7.7
Mortality	Deaths	Black	Hisp.	Other	Harris	TX
Deaths from all causes	23,992	953.1	541.6	524.3	737.7	749.2
Heart Disease	5,202	227.2	116.8	111.2	166.3	170.7
Stroke	576	29.0	15.9	14.8	19.6	18.8
All Cancer	5,412	200.3	117.2	131.2	159.9	156.1
Diabetes	681	32.5	24.3	16.9	20	21.6
Accidents	1,401	36.3	27.6	26.2	36.7	36.8
Infant Deaths	462	-	-	-	6.8	5.8

* Low birth weights less than 2,500 grams at birth. 2015: fertility rates are per 1,000 women ages 15-44. 2013: Adolescent Mothers. 2013: Disease rates are per 100,000 population. 2015: Infant death rates are per 1,000 live births. All other death rates were age-adjusted to the 2000 standard per 100,000 population. 2015.

Texas' Health Exchange insurance plans, however county and zip code level enrollment data has yet to be released.

In HACS' SA, 42% of those below 200% FPL, or 330,237 civilian non-institutionalized people for whom poverty status is determined, were uninsured in 2013 (2013 Census). These numbers are not likely to decrease without Texas expansion of Medicaid. According to HACS' 2014 UDS Report, the current patient population is 24% uninsured, 31% are on Medicaid, 22% have Medicare or some Other Public Insurance and 18% have private insurance.

d. General description of community-wide health status. According to the Texas Department of State Health Services (DSHS), the following tables shows key health issues of Harris County residents

- compared to the state, broken down race/ethnicity (note: disparities are bolded in red):
- A description of the Priority Population including:
 - Geographic service area (Form B);
 - Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 - Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
 - Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).

Tables 1 and 2 on this form highlights the demographics and significant health status indicators for the service area and also makes comparisons with state and Health People 2020 sources.

3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how respondent's proposed support services will address these issues. **Healthcare Disparities:** Black/African Americans and Hispanics in this service area also lack health care professional who are willing to practice in lower socioeconomic areas of inner city urban areas. HACS provides field placements and hires recent graduates from various health professions to help bridge the gap in this healthcare workforce shortage.

Cultural barriers: According to results of a new survey from National Council of La Raza's (NCLR) Institute for Hispanic Health, affordability, immigration status, and language are all barriers to health care for Latinos, despite an uptick in access to care in the community (nclrblog, 2014).

Along with the high number of Hispanics in the SA, many residents are foreign-born, 30% of the population per the 2013 Census. Of the foreign-born, 32% are naturalized U.S. citizen (2013 Census).

Language/cultural barriers prevent access for Hispanics in many ways, especially in urban communities like Houston. Mothers are also reluctant to enroll one or some of their children in the programs if they have other children who do not qualify due to lack of documentation.

Geographic barriers: The large Houston interstate highway infrastructure provides those with transportation a convenience, for others it imposes a barrier. For example, Houston's Loop 610, a major thoroughfare, divides the SA on the north and west sides which somewhat presents a geographic barrier to those outside Loop 610, especially residents traveling by foot or public transportation. The six-lane US 90 Alternate and the Southwest Railway running parallel with each other along the southern border of the SA and the eight-lane Sam Houston Tollway/Beltway down the center of the SA create physical barriers to accessing other area primary care providers with trains and rush hour traffic impeding crossing by car or foot. Accessing HACS' main site by vehicle from the northeastern portion of the SA can take 18-25 minutes depending on traffic, by public transit over one hour and walking over two hours. Fortunately, HACS purchases METRO tokens, bus passes, gas vouchers, and taxi vouchers to minimize and/or eradicate transportation barriers.

Table 2. Health Status of the Community Targeted				
Health Status Indicators	Service Area		Comparison	HP 2020
1. Prenatal and Perinatal Health				
Low Birth Weight Rate (5 year average)	8.6	8.3	TX	7.8
Infant Mortality Rate (5 year average)	6.8	5.8	TX	6.0
Late entry into prenatal care	41.5	37.4	TX	22.4
2. Child Health				
Percent of children not receiving recommended immunizations: 4-3-1-3-3	25.5	25.4	Nation	90%
3. Diabetes				
Age Adjusted Diabetes Prevalence	11.4	11.0	TX	7.2
Adult Obesity Prevalence	36.1	34.1	MSA	30.5
Diabetes Mortality Rate	27.1	21.6	TX	66.6
4. Cardiovascular Disease				
Stroke	4.1	3.9	MSA	
5. Cancer				
Cancer Screening – % of women 18 and older w/No Pap test in past 3 years	27.1	27.9	MSA	7.0
Cancer Screening – % of women 40 and older w/No Mammogram in past 2 years	29.2	29.0	TX	21.0
Cancer Screening – % of adult 50 and older w/No Fecal Occult Blood Test within the past 2 years	86.1	84.3	MSA	
6. Behavioral Health				
Five or more days of Poor Mental Health	22.5	20.1	TX	
Oral Health (% without dental - last year)	40.1	40.2	TX	
HIV Infection Prevalence**	29.0	16.3	TX	
7. Other				
Adults age 65+ in the target population have never had a pneumonia vaccination	39.0	31.5	TX	
*Prenatal and Perinatal Health data cannot logically be extrapolated to the SA, hence county is compared to state.				
**HIV data by county by race is unavailable for extrapolation to SA, hence county is compared to state.				
***Some health indicators do not have comparable HP2020 measures.				

¹ Health indicators are estimated by extrapolating rates for the population based on race/ethnicity, a method allowed by HRSA for its grant applications.

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent:

Houston Area Community Services, Inc.

Clinic Site # 1 of 2 (18th Street Campus)

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Clinic Site # 2 of 2 (Spring Office)

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Yes	No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent:

Houston Area Community Services Inc.

Clinic Site # 1 of 2

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name: HACS Main Campus	
Street Address: 2150 West 18 th Street	Suite: 300
City: Houston	County: Harris Zip Code: 77008 HSR:
Clinic APPOINTMENT Phone #: 7134260027	
Clinic PRIMARY Phone #: 7134260027 Fax: 7134260211	
Service Area (counties to be served): Harris County	
Contact Person:	
Pharmacy License #:	Class:
TPI#:	NPI#:
Submission date of Medicaid Application:	
Subcontractor Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Mobile Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	9	12	12	5	5	6
TUESDAY	9	12	12	5	5	6
WEDNESDAY	9	12	12	5	5	6
THURSDAY	9	12	12	5	5	6
FRIDAY	8	12	12	5		
SATURDAY	Closed					
SUNDAY	Closed					
TOTAL HRS/MONTH						

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name: HACS Spring Cypress	
Street Address: 17010 Sugar Pine Drive	Suite :
City: Houston	County: Harris Zip Code: 77090 HSR:
Clinic APPOINTMENT Phone #: 2815378627	
Clinic PRIMARY Phone #: 2815378627 Fax: 2815378628	
Service Area (counties to be served): Harris County	
Contact Person:	
Pharmacy License #:	Class:
TPI#:	NPI#: 1477795417
Submission date of Medicaid Application:	
Subcontractor Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Mobile Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	7	12	12	5	5	7
TUESDAY	7	12				
WEDNESDAY	8	12	12	5	5	6
THURSDAY	7	12				
FRIDAY	8	12	12	5		
SATURDAY	Closed					
SUNDAY	Closed					
TOTAL HRS/MONTH						

FORM L: STAFF DEVELOPMENT PLAN

Legal Business Name
of Respondent:

Houston Area Community Services, Inc.

All respondents must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.

- CEO, Joe C. Fuentes, Jr., MBA
- COO, Patrice Williams, MSHCM
- CMO, Dr. Manjula Cherukuri, MD, MBA [Medical and Clinical Trainings]
- CFO, Nikki Brock, BS [Fiscal, Front Desk, Eligibility]
- HR Manager, Christopher Cole, BS [Agency required trainings]

2. Identify specific training that will be used for eligibility and billing staff.

- Customer Service and Service Recovery
- Cultural and Linguistic Competence
- EHR/PMS Interfaces and Reports
- How to use the TMHP online systems to verify client eligibility
- Details on submitting and appealing Medicaid PCCM claims
- How to resolve common billing problems.
- Common pitfalls to avoid when enrolling new FQHC sites and/or providers in Texas
Medicaid will also be reviewed
- Verify client eligibility and bill for Medicaid and CHIP services
- Information on how to successfully file and appeal claims

3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.

HACS uses an agency wide and individual Training Needs Assessment (TNA) process to determine whether training to address a performance gap is necessary. The assessment process to conduct the TNA includes the following core components:

- Recognizing the objectives of the agency and/or program
- Appointing the HR Manager as the training coordinator
- Gathering information about the individual's skills and abilities
- Analyzing the information

- Identifying gaps and creating a staff development plan

The TNA leads to the creation of a comprehensive staff development plan. Steps in the development plan include:

- Reviewing core competencies
- Considering the technical and functional knowledge and skills required for success
- Reviewing HACS' Development Planning Tip Sheet
- Recalling prior feedback (previous performance reviews, 360 degree feedback, Birkman feedback, etc.)
- Determining where focused development would have the greatest impact on the ability to achieve your objectives successfully
- In addition to your annual goals/objectives, consider career growth goals in determining, which competencies would be most impactful if developed.
- Selecting from one to three areas that will be most beneficial for staff development (e.g., leveraging a strength, strengthening a proficiency, or neutralizing a weakness) and list them. Indicate with a check mark whether this is a strength, proficiency, or weakness.

All HACS employees, students/interns, and volunteers endeavor to develop their skills and knowledge in areas pertinent to their jobs and service delivery. In addition, training shall occur when job responsibilities or duties change.

Employees, students/interns, volunteers and contract staff attend all designated mandatory in services. Mandatory in services are determined based upon results of the Quality Management Review Findings [CPIC] and other identified problems within HACS and/or based upon the supervisor's determination.

HTW staff will have the educational background and broad-based knowledge and experience necessary to handle most medical and other health care needs of the patients who have selected them, including resolving conflicting recommendations for care. Staff will have the experience and participate in trainings as necessary to meet this requirement.

All professional clinical staff takes responsibility to obtain continuing education units necessary to maintain their professional licensure. In addition, staff members must attend a minimum number of in-service/staff meetings as required by their job description.

Supervisors establish which trainings are required for their staff and will schedule employees for training and forward confirmation of training dates to the HR Manager.

Staff members who desire additional outside training submit a written request to their supervisor. The Chief Medical Officer will forward a Request for Attendance of Training to the Chief Financial Officer. The Chief Financial Officer will obtain approval from Administrative Agents (if applicable). The determination of the request will be forwarded to the Chief Medical Officer and simultaneously given to the Fiscal Manager for generating an invoice for any costs associated with the training. If employees are unable to attend the training they must notify the

Chief Medical Officer immediately. Employees must provide a copy of any certificates received at all training to the Chief Operating Officer to be included in the employee's personnel file.

All in service training will be documented by appropriate managers and retained in a training record.

4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

The policy for the development of positions for employment, procedures and documentation for staff, including annual performance reviews are approved by the HACS Board of Directors. The Executive Team provides the best evaluation and recommendations for Board approval. Implementation responsibly of the policies and procedures is solely that of the CEO and Executive Team.

Performance standards and expectations, based on an up-to-date position description, are communicated to employees at the time of hire to their position and as they change thereafter. Employees also receive adequate training necessary to effectively perform the duties and responsibilities of their position. All non-temporary employees will be evaluated at least annually on their performance. The following will provide information on:

- Probationary Evaluation: First-time employees classes will receive a probationary evaluation at the end of their probationary period for the class. A probationary evaluation is required for both initial and subsequent probationary periods when an employee enters the agency. The probationary evaluation is to be completed within the 90 calendar day period prior to the probationary end date.
- Annual Evaluation: An annual evaluation should only assess performance for a one-year period. An annual evaluation is to be completed within the 30 calendar day period following the annual evaluation date. Annual evaluation dates are based on employee anniversary dates, unless otherwise specified, with exceptions due to a probationary or special evaluation. Due to specific needs of the organizational unit or area, the supervisor may designate a different regular 12-month period for evaluating staff. The HR Manager must be informed in writing of this alternate annual evaluation schedule.
- Special Evaluation: A special evaluation may be completed:
 - At any time the supervisor determines the employee's overall performance has changed from the level reflected on the most recent evaluation.
 - During the initial probationary period to address substandard performance.
 - In response to a written request for a performance evaluation, provided the employee has not received an evaluation in six months and has not received an evaluation with an overall substandard rating.
 - For other reasons, such as when the employee or employee's supervisor leaves a position. When an employee's overall performance rating drops to "Unsatisfactory", a special evaluation is completed, except when a probationary or annual evaluation is due to be completed. The beginning date reflected on a special evaluation should not overlap with a previous evaluation period. For example, if an employee's annual

evaluation period ended on June 30th, the beginning date on the special evaluation should not be any earlier than July 1st of that same year, even if an annual evaluation was not completed.

The employee's performance for the preceding year is compared to standards, expectations, goals, and performance indicators to further develop knowledge, skills and abilities to provide HTW services as part of this annual review. Documentation compiled by the supervisor during the year, which may include information on the Quarterly Performance Check-In form (if applicable), a Performance Self Assessment form completed by the employee is used. The following are the core elements of the annual review. The supervisor shall:

- Review with the employee his/her performance during the preceding year and document the employee's overall performance rating using the Staff Performance Evaluation form
- Review/update the position description with the employee
- Communicate performance standards and expectations to the employee
- Set and incorporate goals with the employee for the upcoming year

Complaints and Grievances

HACS also uses complaint and grievance information as means to obtain feedback regarding the agency's services and/or processes. Aggregate and/or de-identified information is shared with the Compliance Performance Improvement Committee as well as Executive Management to improve matters. The following paragraphs indicate the processes used for each:

- **Client Complaints**

When a client has a complaint they should be directed to the appropriate Chief. If the client is making a verbal complaint, the Chief will document the nature of the complaint and handle the complaint. Documentation of the verbal complaint must be forwarded to the incident file.

If the client does not feel the problem is resolved or makes a written complaint, the complaint should be forwarded to the Operations Manager.

The HR Manager will review the complaint; interview the client, employees involved, and any witnesses.

The HR Manager will document each stage of the investigation.

The HR Manager will make a determination for action. The HR Manager will then confer with the Chief to inform him/her of the determination. Clients not satisfied with the decision may take their complaint to the Chief Executive Officer.

HR Manager/Chief Executive Officer informs the client in writing regarding the findings of the investigation and the action taken. All documentation of client complaints will be kept in the incident file in a locked cabinet. This information will be kept indefinitely.

- **Redress of Grievances**

Every staff member, volunteer and client has the right to redress of grievances. The process may be set in motion when necessary, in the following order:

1. File grievance up the chain of command using HACS Grievance Form.
2. Submit form to Program Supervisor. If the Supervisor is originating the grievance, the form must be submitted to the HR Manager if it is a staff grievance; client grievances are submitted to the Operations Manager
3. Supervisor/HR Manager will acknowledge receipt of the grievance within 24 business hours.
4. Review of the grievance and investigation takes place to establish resolution and if no resolution is established the grievance moves up the chain of command.
5. If resolution is not established through Program Supervisor or then at HR Manager level, the grievance will be forwarded to the Chief Executive Officer.
6. The Chief Executive Officer will review the grievance and take steps toward resolving the situation by an investigation.
7. The Chief Executive Officer will make a determination on the grievance.
8. If no resolution is achieved, the grievance is forwarded to the Board of Directors of HACS.
9. The Board of Directors will review the grievance and make a determination.
10. If the grievance is filed by a consumer of services, and is not satisfied with the final decision of the Board of Directors, the consumer may file a grievance with the appropriate administrative agent.
11. With regards to grievances filed by staff or volunteers, the decisions of the Board of Directors are final.
12.Copies of grievances and resolutions are maintained in the grievance binder.

FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR

Legal Business Name
of Respondent:

Houston Area Community Services, Inc

Date	Topic / Activity	Presenter	Location (select one)	
			Within Agency	Outside Training
July 2016	Front Line Staff/HTW Program Objectives & Eligibility	HACS (Dr. Manjula Cherukuri)	✓	
August	LARC Practice Guidelines (Part 1)	ACOG	✓	✓
September	Trauma Informed Care	Sandra Lopez, LCSW	✓	
October	Motivational Interviewing	UH Social Work (Luis Torres, Ph.D.)	✓	
November	Screening, Brief Intervention, and Referral to Treatment (SBIRT)	Baylor College of Medicine (Alicia Kowalchuk, Ph.D.)	✓	
December	Texas Association of Community Health Centers TACHC Fiscal Training	TACHC	✓	✓
January 2017	Refresher/Front Line Staff/HTW Program Objectives & Eligibility	HACS (Dr. Manjula Cherukuri)	✓	
February	LARC Practice Guidelines (Part 2)	ACOG	✓	✓
March	Agency required trainings – core competencies	HACS HR Department Relias Online Training	✓	✓
April	Women and Postpartum	UH Social Work (McClain Sampson, Ph.D.)	✓	
May	Cultural Competency Training	UH Social Work (Luis Torres)	✓	
June	Integration of an Inter-professional Care Team	UH Social Work (Luis Torres, Ph.D.)	✓	
July	Refresher/Front Line Staff/HTW Program Objectives & Eligibility	HACS (Dr. Manjula Cherukuri)	✓	
August	Team Building and Self Care for Inter-professional Health Team	Sandra Lopez, LCSW	✓	

FORM III: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

**Legal Business Name
of Respondent:**

Houston Area Community Services, Inc.

Respondent must develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2 of the RFP.

The Community Education/Program Promotion Plan must:

- 1. Describe respondent's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.**

HACS' effective outreach plan includes the following five steps for the period July 1, 2016 through August 31, 2017:

- 1. Setting outreach goals**
- 2. Determining target audiences**
- 3. Developing activities to reach target audiences**
- 4. Implementing plan**
- 5. Evaluating the outcome**

The Community Engagement Specialist will serve as the coordinator for all activities. HACS' staff - Community Health Workers, as well as peer recruiters and peer advocates, will also be responsible for outreach and recruitment activities in the community setting as well as "in reach" in the clinical settings.

The Health Center conducts health promotion, outreach, and recruitment that is cutting edge and new. Activities include traditional outreach as well as innovative activities to ensure successful client recruitment that will lead to: Increase HTW awareness among members of the target community, general public, community leaders, and policy makers; increase access to HWT efforts for high risk groups; full diagnosis of everyone infected with a STI; timely linkage and re-engagement to HTW-related care and treatment; and promotion of continuous participation in systems of care and treatment.

The agency will hire an additional staffing position for a HTW Community Engagement Specialist. This position will have a primary role in planning, implementing, and evaluating program promotion, outreach, and recruitment activities. Activities will include:

- Matching recruitment strategies to the target population;
- Using motivational interviewing to train peer recruiters and peer advocates used in program outreach and recruitment
- Employ street-based (meeting clients in their own environment to engage persons at high risk), venue-based (useful places where high-risk groups spend time) outreach activities;
- Social marketing and internet activities;
- Internal referrals to access HTW clients through other services that are provided;
- External referrals to access clients that are referred by external agencies;
- Social networking, a peer-driven approach of identify HIV-positive or high-risk negative persons from the target community;
- Collaboration with other organizations that have an established history of working with and recruiting members of the target population;
- Seek input from the Consumer Advisory Board and community stakeholders to select the most appropriate program promotion and recruitment strategies and to determine the appropriate use of incentives if any;
- Using surveillance data to support mapping of areas of highest morbidity to establish a comprehensive program promotion, outreach, and recruitment plan; and
- Develop the program's Recruitment Plan. The program's promotion, outreach, and recruitment strategies address participation by members of the target population through multiple points of entry into the program. Moreover, all activities will be culturally, linguistically, and educationally appropriate to meet the needs of the target population.

Furthermore, to ensure that services reach the target population outreach activities will also include:

- Displaying posters and flyers at strategic locations in the target communities; using a mobile vehicle to visit community sites and conduct outreach activities in non-traditional locations; and the HTW Community Engagement Specialist will develop community awareness activities that include community presentations, speaking engagements, participating in community events, using social media and other activities to promote the program.
- In addition, the program will identify gatekeepers to serve as volunteer peer recruiters and peer advocates who have influence and ties to the target population to collaborate and bring testing to the community. The peer recruiters will receive an incentive (\$10 gift card for each person referred and tested) as a "thank you" and motivation to continue to stay involved in recruitment efforts. Peer advocates will play an integral role in conducting program promotion, outreach, and recruitment activities and will work closely with the Community Engagement Specialist. Peer advocates' role will differ from peer recruiters in that they will have a much more active role in recruitment activities and incentives will be performance-based, using established performance measures: 25% based on achieving the target number of HTW contacts conducted; 50% based on reaching the target HTW monthly targets for HTW enrollees; and 25% based on assistance with follow-up for hard to reach clients (based

on an overall \$500 incentive payment). Incentives are paid via program-generated revenue; not DSHS funding.

- The program will also use a strategy that when a HTW patient completes at least one visit they will be enlisted to become a peer recruiter. They will identify and refer for HTW at least three individuals from their social network (network associate) who are HTW eligible and have not received HTW services in the last six months. After the network associate completes the HTW volunteer form, the recruiter will receive a \$10 gift card for each person referred and completed a HTW visit. Incentives have been demonstrated to be a strong motivator for the target population to receive treatment. HACS' policies and procedures handbook address the use of incentives, how incentives will be purchased, secured, and tracked.
 - Social media tools will be used to disseminate information about HTW services. The use of partnership's websites, Facebook, YouTube, and Twitter will be employed to increase the timely dissemination of HTW activities. Social media activities will also make use of social media trending including visual images that show HTW and public health "in action"; content syndication to display current health and safety content; use of eCards to reach individuals with targeted health information about various diagnostic testing events; text messaging about testing events and other health information. HACS prioritizes social media efforts utilizing DSHS HTW and other social marketing campaigns and tailor social media campaigns to meet the DSHS HTW contract.
2. **Describe respondent's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the proposed service area. Respondent must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the respondent to the community.**

Collaboration among safety net providers is essential in order to leverage and maximize the system's resources and provide complete healthcare services to those most in need, especially in highly uninsured or underserved areas. HACS has developed numerous formal and informal collaborations with Houston/Harris County organizations and others with the goal of improving care for the target population.

The agency engages in networking collaborations with agencies such as the One Voice Texas and TACHC who facilitate mutual activities among providers and with individual agencies serving the targeted community directly. As a member of these organizations, HACS joins forces with other providers to improve coordination and efficiencies in the safety net system throughout the county by addressing the burden that the high rate of uninsured present to the health of the community by participating in joint initiatives.

There are 13 nonprofit FQHCs. As recently as 2005, there were only two FQHCs serving all of Harris County. The FQHCs have worked very hard to fill the healthcare access gap but there are still large swaths of the city, which have no access to quality, low cost healthcare. The county's vast geographic size exceeds that of Rhode Island, its nearly four million residents make it the fourth largest city in the nation, and it has an uninsured and medically underserved population of 1.1 million with high utilization of emergency departments for primary care. This reality underscores the great need for primary care safety net services. Although the 13 FQHCs,

totaling 35 primary care sites, aim to address this region's healthcare crisis, there is still a dire lack of services. In 2013, 11 (two organizations were only designated FQHCs at the end of 2013) Harris County FQHCs collectively served 121,676 patients through 407,576 encounters¹. Even when combined with the primary care visits provided by Harris Health System, the county's largest safety net provider, which provided more than 700,000² primary care visits in 2011, the UT School of Public Health estimates only 30% of the need for primary care visits by the low income population is currently met.³ Since 2011, with the addition of more FQHC and Harris Health System clinics, access has improved but the unmet need is still perceived to be large because of a growing low income and immigrant population, and lack of Medicaid expansion.

The agency has worked with the majority of these 330 grantees over the years through participation in collaborative efforts that gave rise to the centers as well as current collaborative projects. Gradually, FQHC coordination and collaboration has evolved from basic collaboration to avoid duplication of services (e.g. overlap in service areas) to referring to each other's clinic for services to participating in learning symposiums for sharing of best practices. As well, locally funded efforts to encourage efficiency and effectiveness among community clinics have seen strong participation from the clinics.

The Health Center is currently partnering with Vecino Health Centers (VHC), formerly Houston Community Health Centers, and Spring Branch Community Health Center and developed joint referral services for HACS' x-ray machine and Class A pharmacy in order to provide greater access to health care services for the uninsured and medically underserved. These collaborative projects require trust and alignment of individual clinic systems and protocols. HACS also refers to Spring Branch for any colposcopy services its patient's need. HACS and Bee Busy Wellness Center currently collaborate on HIV prevention projects including HIV counseling, testing and referral services for young African American men who have sex with men. HACS works with Legacy Health Services to refer its HIV+ patients for eye care and HACS provides HIV-related housing services to Legacy patients who need it. Additionally, HACS is participating in an 1115 Medicaid Waiver project where the county indigent care system refers patients that are seeking a medical home to the FQHC closest to where they live.

HACS is a member of the State Primary Care Association, the Texas Association of Community Health Centers (TACHC). TACHC provides technical assistance and resources, including access to professional trainings and webcasts. Recently, HACS, in conjunction with TACHC and other area FQHCs, participated in a community-wide health fair and enrollment event for National Health Center week. The event also served to bring awareness to the plight of health centers and the possible 'fiscal cliff' in which health centers would lose 70% of their federal funding. HACS also sits on TACHC's Health Center Controlled Network (HCCN) Advisory Board, which is working to aggregate data, and provide IT assistance among TACHC members and HCCN participants in Texas. TACHC fully supports HACS' application for NAP funding.

¹ Harris County Healthcare Alliance/Performance Indicator Report 2014 Final.pdf

² HHS data provided courtesy of the Harris County Healthcare Alliance, November 26, 2012.

³ Begley, C., Le, P., Lairson, D., Hanks, J., Omojasola, A., *Health Reform & Primary Care Capacity, 2011*, U.T. School of Public Health. <https://sph.uth.edu/research/centers/chsr/hsrc/>

HACS works the Texas Department of State Health Services regarding Title X service as well as HIV-related care and preventions services. Both organizations leverage their funding and coordination efforts to ensure maximum coverage of family planning services as well as individual and families impacted by HIV disease.

The Health Center is an active partner with the Harris Health System (HHS), formerly known as the Harris County Hospital District, and the largest publicly supported hospital district in the country. Ben Taub General Hospital and Lyndon B. Johnson General Hospital are the two closest emergency hospitals; however, they are located 11 and 21 miles from the service area, respectively. An MOU allows HACS' medical providers to enter specialty referrals into Harris Health's electronic medical record system, EpicCare. HACS providers can view the patient record and track the referral from start to finish, thus fortifying the patient's continuum of care. Additionally, HACS' will benefit from a program in which HHS will refer patients through HACS' encrypted email system and provide payment for each uninsured adult medical visit providers complete under the Texas Delivery System Reform Incentive Payment (DSRIP) Program, which started in 2013. (The program has been placed on temporary hold while HHS works out project issues.) The program will extend HHS' "Gold Card"/patient assistance program to qualifying uninsured patients of the FQHCs, paying \$115/visit through the 5-year DSRIP period.

As local city and county health clinics provide similar services to HACS, it does not have formal or informal referral collaborations with these entities. The Houston Department of Health and Human Services Health Centers provide family planning, immunizations, tuberculosis diagnosis, dental care, nutrition information and care for sexually transmitted diseases. Harris County Public Health & Environmental Services (HCPHES) provides limited preventive health care services at four health clinics in Harris County: family planning, immunizations, and basic dental for children, TB and WIC services. However, as a result of the Shared FQHC Marketing project funded through the Alliance, HCPHES distributes marketing materials with a map of all FQHCs in Houston to its patients seeking care closer to their homes and/or a medical home.

HACS works with the Texas Department of State Health Services (DSHS) to implement the DSHS Expanded Primary Health Care initiative in its clinics, which is related to women and family planning via the 1115 waiver. Additionally, DSHS provides to HACS: 1) data, such as health indices and demographic information used in the preparation of grant proposals; 2) ImmTrac, a DSHS-maintained immunization registry which tracks the immunization status of pediatric clients as well as adults; 3) immunizations through the Vaccines for Children program; and 4) a referral source for women, infants and children to local WIC clinics for food vouchers and dietary counseling. HACS reports its provision of immunizations to DSHS, as required by law and reports positive tests of tuberculosis, HIV, AIDS and other sexually transmitted diseases.

HACS's Ryan White Part B services cover a ten county area. However, there are no specific rural clinics to assist with this project.

The health center works with several free clinic including San Jose Clinic and Christ Cathedral Church. HACS lends it human workforce to conduct health fairs as well as other screenings including SBIRT when needed by each clinic.

HACS acquired Bering-Omega Community Services on June 10, 2015, under which Bering-Omega will provide HIV-related dental services to HACS' health center patients who live with HIV disease. This organization also provides hospice and adult day care to the HIV population. HACS and Legacy Community Health both provide Ryan White Part A community-based, outpatient medical care to Persons Living With HIV/AIDS (PLWHA) via the Ryan White Care Act Part A. Both HACS and Legacy coordinate their respective programs with one another to ensure that PLWHA maximize all available services within the HIV continuum of care such as eye care (Legacy) and HIV-housing related services (HACS). In addition HACS is a sub-grantee in good standing with the Harris County Public Health and Environmental Services, a Ryan White Treatment Act Extension grantee.

Houston Housing Authority continues to partner with HACS to help provide supportive services to the two public housing developments that lie just outside of the service area -- one a building for seniors and the other for families.

Change Happens, a non-profit located in Houston, Texas that gained experience in conducting community engagement and developing dynamic relationships with community members while serving as a 2013 Navigator grantee. It plans to capitalize on its expertise in eligibility and enrollment by coordinating various agencies to conduct public education and outreach activities and assist consumers with enrollment in affordable health insurance during the next enrollment period. HACS and Change Happens have also entered into a MOU for HACS to implement *Becoming a Responsible teen (BART)*, an evidence-based intervention with an eight-week curriculum to develop communication skills and awareness in order to reduce sexually transmitted diseases and infections and teen pregnancy rates. Change Happens will coordinate with HACS to provide the referrals for STD/STI, HIV and HCV testing. Change Happens will also refer, if appropriate, its clients to the HACS clinic.

HACS receives offer and accept informal referrals from ECHOS - Epiphany Community Health Outreach Services (ECHOS) whose mission is to improve the lives of the most vulnerable and at risk individuals in Southwest Houston by narrowing the disparities in access to healthcare, education, job training and quality of life. HACS will also reach out to Casa El Buen Samaritano, a church-based charity clinic two miles away that provides basic medical services two days a week but could refer to HACS for the days they are not open and/or the more comprehensive needs of its patients.

HACS and Santa Maria Hostel recently collaborated on a grant application to secure funding from the City of Houston to increase access to comprehensive residential substance abuse treatment, prevention and recovery support services for low-income pregnant or postpartum women and their children. HACS will provide referrals to Santa Maria Hostel once patient consent has been secured.

Respondent must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Respondent's calendar must include the following information: topics, presentation-dates, locations, and presenters. Respondent should label the attachment "Form M-1: Community Education/Program Promotion Calendar".

Form M-1: Community Education/Program Promotion Calendar

Proposed Timeline	Location	Presenter	Class or Topic
July 2016	HACS Main	CHW	Creative Expressions: A Writing Club for Women
August	HACS North Houston	CHW	Through My Lens: A Self-Discovery Activity for Women
September	HACS Bautista	LMSW	Entrepreneur Seminar Series: Leadership Skills for Women
October	Spring Branch Community Health Center (SBCHC) - West	LMSW	Hair To Care! An Inter-Generational Self-Esteem Program
November	Spring Branch Community	CHW	Nature Connection! A Nature Activity for Women
December	Vecino	LMSW	Arts Alive! An Arts Program for Women
January 2017	HACS Main	LMSW	Get In-Bulbed! A Community-Building Project for Women
February	HACS Bautista	CHW	Community Cooking Club: Healthy Habits for Women
March	HACS Spring Cypress	LMSW	Unique Purpose: Seminars for Self-Reflection for Women
April	HACS Main	RN	Popcorn Fridays! A Self-Esteem Program for Young Women
May	Spring Branch Community Health Center	MD and LMSW	Moving Forward Project: A Support Program for Young Women
June	HACS Main	LMSW and CHW	Thrive Community Mural Expressions: A Community Art Project for Young Women
July	Vecino	LMSW and CHW	Multicultural Camp: A Community-Building Activity for Young Women.
August	Houston	MD, LMSW, CHW	Women's Purpose

	Arboretum		Weekend: Program to Explore Values and Purpose for Women
--	-----------	--	--

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of
Respondent:

Houston Area Community Services, Inc.

This certification pertains to the following billing or performing provider:

Provider Name Houston Area Community Services, Inc.

Federal Tax ID Number 76-0549240

NPI Number 1477795417

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 2150 West 18th Street

Street Address City/State/Zip Code Houston, TX 77008

Telephone Number 7134260027

Provider's primary physical address:

Street Address (Same as above)

Street Address City/State/Zip Code _____

Telephone Number _____

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Joe C. Fuentes, Jr. I am the provider or, if the provider is an organization, I am the provider's (title or position) Chief Executive Officer. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/28/2006 through 12/31/ 2010

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

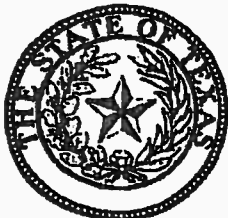
☐ Terminate HTW certification

Signature: _____

Printed Name: Joe C. Fuentes, Jr.

Title: Chief Executive Officer

Date: 4/28/2006



**State of Texas
Health & Human Services Commission**

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

III.

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Signature

Joe C. Fuentes, Jr., MBA

Printed Name

CEO

Title

4/28/2016

Date

**CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction. In addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor Houston Area Community Services, Inc.	Vendor ID No. or Social Security No. 760549240	HHSC Contract No. (if applicable)
--	---	-----------------------------------

Printed/Typed Name and Title of Authorized Representative
Joe C. Fuentes, Jr., MBA/CEO

Signature of Authorize Representative

Date

DEFINITIONS

**CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Covered Contracts/Subcontract.

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
 - a. Principal investigators.
 - b. Providers of audit services required by the HHSC or federal funding source.
 - c. Researchers.

Debarment. An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.


The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☒ No

Name of Contractor/Potential Contractor Houston Area Community Services, Inc.	Vendor ID No. or Social Security No. 760549240	HHSC Contract No. (if applicable)
--	---	-----------------------------------

Name of Authorized Representative (type or print) Joe C. Fuentes, Jr., MBA	Title CEO
---	--------------



Signature--Authorize Representative

4/28/2010

Date

Required Certifications

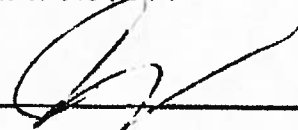
Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.

By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.
2. The respondent's proposal will remain a firm and binding offer for 180 days from the date the proposal is due.
3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.
4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.
6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:
 - the intention to submit a proposal;
 - the methods or factors used to calculate the prices proposed; or
 - the respondent's proposal.
7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:
 - the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
 - HHSC's procurement rules, procedures, and processes;
 - HHSC's use of the evaluation methodology and process described in RFP Section 5;
 - HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
 - the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.

Respondent Name: Houston Area Community Services, Inc.

8. The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.
9. Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.
10. The respondent does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.
11. The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.
12. The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.
13. Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
14. Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.
15. The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, "Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," effective September 24, 2004, as amended.
16. Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
17. The respondent acknowledges all addenda and amendments to the RFP.



Signature
Joe C. Fuentes, Jr., MBA

Printed Name
CEO

Title
4/28/2016

Date

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

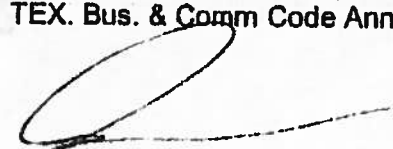
STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.



Authorized signature

Houston Area Community Center

Name of Contractor/Vendor

4/21/06

Date

Joe C. Fletcher

Printed Name of Individual

CEO

Title of Individual

Effective Date: 04/02/2007

Revision Date:



**State of Texas
Health & Human Services Commission**

Nondisclosure Statement

Acknowledgment

As a contractor to the Texas Health & Human Services Commission, I have been provided access to information, systems, operations, or procedures that are security sensitive or have been identified as confidential by the Health & Human Services Commission, the State of Texas, or the United States Government. As such, I acknowledge the following:

- that my access to this information is provided solely in my capacity as a contractor to the Texas Health & Human Services Commission;
- that access to this information is solely for the purpose of discharging my duties or the duties of my employer under Texas Health & Human Services Commission contract number HHSC-____-____-____;
- that premature or unauthorized disclosure of this information will irreparably harm the interests of the State of Texas and the Texas Health & Human Services Commission and may constitute a violation of Section 39.02 of the Texas Penal Code, the antitrust laws of the United States and the State of Texas, and the Texas Public Information Act [chapter 552, Texas Government Code];
- that the information may represent confidential or proprietary information, the release of which may be restricted or prohibited by law.

Agreement

In view of the foregoing, I agree that I shall use any information that I receive in my capacity as a contractor to the Texas Health & Human Services Commission – whether written or oral, formal or informal – for the following purposes only:

- to provide the services and/or deliverables required or requested under contract number HHSC-____-____-____;
- to provide advice, opinion or recommendation requested by the Texas Health & Human Services Commission in the course of fulfilling the duties prescribed under the contract;
- to assist the Texas Health & Human Services Commission in developing any documents, reports, working papers, evaluations, schedules, or instruments necessary to fulfill the requirements of the contract.

I further agree that I shall regard any such information as confidential and that I shall not disclose, reveal, communicate, impart or divulge the information or any summary or synopsis of the information in any manner or any form whatsoever, except under the following circumstances:

- when authorized in writing by the Project Manager employed by the Texas Health & Human Services Commission;
- when required by court order, subpoena, or ruling of the Attorney General of Texas;
- when advised by legal counsel that disclosure is required by law or legal process;
- when the information has previously been released to the general public by the Project Manager, the Texas Health & Human Services Commission;
- when required to brief or inform a superior, provided the superior is informed of and has also executed a non-disclosure statement.

In the event I receive a request for information relating to contract number HHSC-____-____-____, either during or after the performance of this contract, I agree to do the following:

- notify the Project Manager or the Texas Health & Human Services Commission as soon as practical following receipt of the request;
- seek advice from appropriate legal counsel regarding my ability to disclose the information.

By signing this statement, I acknowledge that I understand and agree to adhere to the limitations on disclosure described above.

Signature
Joe C. Fuentes, Jr., MBA
Printed Name

Date

7/21/2016

Respondent's Name: Houston Area Community Services, Inc. (HACS)

Respondent Information and Disclosures*Instructions: This form must be submitted as an attachment to the respondent's proposal.***Part 1: General Respondent Information.**

1. Organization's Legal Name: Houston Area Community Services, Inc. (HACS)
2. Doing Business As: Same
3. Physical Address: 2150 W. 18th St., Suite 300, Houston, TX 77008
4. Mailing Address: 2150 W. 18th St., Suite 300, Houston, TX 77008
5. Taxpayer Identification Number: 760549240
6. Legal Status (check one): ☐ For-profit Entity ☒ Non-profit Entity
☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☐ Other (specify): _____
8. State of Incorporation, If Applicable: Texas
9. Name of Parent Entity, If Applicable: _____
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity
11. CISV Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Part 2: Respondent Contact Information.

1. Person Who Will Sign the Contract:

Name: Joe C. Fuentes, Jr., MBATitle: CEOMailing Address: 2150 W. 18th St., Suite 300
Houston, TX 77008Telephone: 713-426-0027 X 389Fax: 713-526-1422E-mail: jfuentes@hacstxs.org

2. Primary Contact for Proposal Questions:

Name: Joe C. Fuentes, Jr., MBATitle: CEOMailing Address: 2150 W. 18th St., Suite 300
Houston, TX 77008Telephone: 713-426-0027 X 389Fax: 713-526-1422E-mail: jfuentes@hacstxs.org**Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.**1. Organization's Legal Name: N/A

2. Doing Business As: _____

3. Physical Address: _____

4. Mailing Address: _____
5. Taxpayer Identification Number: _____
6. Legal Status (check one): ☐ For-profit Entity ☐ Non-profit Entity
☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: _____
10. HUB Status (check one): ☐ State of Texas Certified Entity ☐ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.

1. Name of former state employee: N/A
2. Job title at termination of state employment: _____
3. Date of termination of state employment: _____
4. Annual rate of compensation at termination: _____
5. Description of job responsibilities while state employee: _____
- _____
- _____
- _____
- _____

6. If the former state employee worked on matters relating to the RFP, describe those matters:
- _____
- _____
- _____
- _____
- _____

Have you attached additional pages for Part 4? ☐ Yes ☐ No

Respondent's Name: Houston Area Community Services, Inc. (HACS)

Part 5: Conflicts of Interest. Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.

None.

Have you attached additional pages for Part 5? ☐ Yes ☒ No

Part 6: Litigation. Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.

None.

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.

None.

Have you attached additional pages for Part 7? ☐ Yes ☒ No

Part 8: Texas Public Information Act (PIA): Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.

1. Proposal Section: _____
2. PIA Exception*: _____
3. Explanation of Why the Exception Applies: _____

* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No



HUB SUBCONTRACTING PLAN (HSP)

In accordance with Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, respondents, including State of Texas certified Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 1 TAC §111.13 are: **11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.**

-- Agency Special Instructions/Additional Requirements --

SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name Houston Area Community Services, Inc. State of Texas VID #: 1760549240800
Point of Contact: Joe C. Fuentes, Jr., MBA Phone #: 713-426-0027
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Solicitation # RFP No. 529-16-0094

SECTION 2 - SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 1 TAC §111.12, a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

- ☐ - Yes, I will be subcontracting portion(s) of the contract.
(If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)
- ☒ - No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.
(If No, complete SECTION 9 and 10.)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(#1) -	(#11) -
(#2) -	(#12) -
(#3) -	(#13) -
(#4) -	(#14) -
(#5) -	(#15) -
(#6) -	(#16) -
(#7) -	(#17) -
(#8) -	(#18) -
(#9) -	(#19) -
(#10) -	(#20) -

*If you have more than twenty subcontracting opportunities, a continuation page is available at <http://www.tbpc.state.tx.us/forms/index.html>

Enter your company's name here: _____

Solicitation #: _____

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.tbpc.state.tx.us/hubforms/index.html>.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # _____ Description: _____

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www.tbpc.state.tx.us/cmb/cmbhub.htm>, and its HUB Directory, found at <http://www.tbpc.state.tx.us/cmb/hubonly.html>, to identify available HUBs. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.tbpc.state.tx.us/hub/minoritywomenbuslinks.htm>. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
_____	_____	____%	\$ _____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	____%	\$ _____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

Enter your company's name here: _____

Solicitation #: _____

SECTION 9

- SELF PERFORMANCE JUSTIFICATION

(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

☒ - Yes If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.

☐ - No If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

SECTION 10 - AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report - PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at <http://www.lbpc.state.tx.us/hubbid/forms/index.html>).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.

Signature

Printed Name

Title

Date

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Entity or Applicant/Bidder Legal Name

Legal Name: Houston Area Community Services, Inc.
Address: 2150 W. 18th Street, Suite 300
City: Houston State: TX ZIP: 77008
Main Telephone #: 713-426-0027
Website: www.hacstxs.org

2. Number of Employees, at all locations, in Applicant Bidder's Workforce

"Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.

Total Employees: 144

3. Number of Subcontractors

(if Applicant/Bidder will not use subcontractors, enter "0")

Total Subcontractors: 0

4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder
(Privacy and Security Official may be the same person.)

A. Security Official:

Name: Patrice M. Williams
Address: 2150 W. 18th Street, Suite 300
City: Houston State: TX ZIP: 77008
Telephone #: 8323841403
Email Address: pmwilliams@hacstxs.org

B. Privacy Official:

Name: Patrice M. Williams
Address: 2150 W. 18th Street, Suite 300
City: Houston State: TX ZIP: 77008
Telephone #: 8323841403
Email Address: pmwilliams@hacstxs.org

5. HHS Agency Information Provide the following information if known.

Contract Mgr: Email Address: Agency:
Telephone #: Requesting Dept: PO/Contract #:

6. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 15
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.	0
b. Servers. Number of Servers that are not in a data center or using Cloud Services.	12
c. Cloud Services. Number of Cloud Services in use.	3
d. Data Centers. Number of Data Centers in use.	0
7. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:	Select Option
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more	<input checked="" type="radio"/> a. <input type="radio"/> b. <input type="radio"/> c. <input type="radio"/> d.
8. HIPAA Business Associate Agreement	Yes or No
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?	<input checked="" type="radio"/> Yes <input type="radio"/> No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
9. Subcontractors. If the Applicant/Bidder responded "0" to Question 3 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."	Yes or No
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	<input type="radio"/> Yes <input checked="" type="radio"/> No
b. Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?	<input type="radio"/> Yes <input checked="" type="radio"/> No
10. Does Applicant/Bidder have any Optional Insurance currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	<input checked="" type="radio"/> Yes <input type="radio"/> No

Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>


<p>f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>

k. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

<p>3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form?</p> <p>"Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)</p>	
<p>This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</p>	<p><input type="checkbox"/> No Electronic Systems</p>
<p>1. Does Applicant/Bidder ensure there are not any offshore (outside of the United States) services that access, create, disclose, receive, transmit or maintain HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>

3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (i.e., access is limited to Authorized Users, formal processes exist for granting access and validating need for remote access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
4. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
5. Does Applicant/Bidder have a system for changing default passwords, requiring user password changes at least every 90 days, and prohibiting the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
7. Does Applicant/Bidder secure, manage and encrypt remote access to computer systems containing HHS Confidential Information, including wireless access, (i.e., access is limited to Authorized Users, a formal process exists for granting access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information, etc.)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? (FIPS 140-2 encryption* preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
11. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
12. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
13. Does Applicant/Bidder store HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? (FIPS 140-2 encryption* preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
* For more information regarding FIPS 140-2 encryption products, refer to: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm	

14. Does Applicant/Bidder prohibit the storage or creation of HHS Confidential Information on free Cloud Services or social media sites, unless there is an HHS-approved subcontractor agreement including an encryption-at-rest requirement with the service or site?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
18. Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
Section D: Signature and Submission	
Please sign the form digitally, if possible; if you can't, provide a handwritten signature.	
Signature: 	Date: 8/26/16
To submit the completed, signed form, do one of the following: <ul style="list-style-type: none"> Click the Submit by Email button. (When prompted, choose the Desktop Email Application option and click OK.) Attach it to an email to InfoSecurity@hhsc.state.tx.us. <div style="text-align: center;"> <input type="button" value="Submit by email"/> </div>	

**INSTRUCTIONS FOR COMPLETING THE
SECURITY AND PRIVACY INITIAL INQUIRY (SPI)
Attachment 2 to the HHS Enterprise Data Use Agreement**

Below are instructions for Applicants, Bidders and Contractors for Health and Human Services requiring the Attachment 2, Security and Privacy Inquiry (SPI) to the Data Use Agreement (DUA). Instruction item numbers below correspond to sections on the SPI form.

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

SECTION A. APPLICANT /BIDDER INFORMATION

Item #1. Entity or Applicant/Bidder Legal Name. Provide the legal name of the business (the name used for legal purposes, like filing a federal or state tax form on behalf of the business, and is not a trade or assumed named "dba"), the address of the corporate or main branch of the business, the telephone number where the business can be contacted regarding questions related to the information on this form and the website of the business, if a website exists.

Item #2. Number of Employees, at all locations, in Applicant/Bidder's workforce. Provide the total number of individuals, including volunteers, subcontractors, trainees, and other persons who work for the business. If you are the only employee, please answer "1."

Item #3. Number of Subcontractors. Provide the total number of subcontractors working for the business. If you have none, please answer "0" zero.

Item #4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder. As with all other fields on the SPI, this is a required field. This may be the same person and the owner of the business if such person has the security and privacy knowledge that is required to implement the requirements of the DUA and respond to questions related to the SPI. In 4.A provide the name, address, telephone number, and email address of the person whom you have designated to answer any security questions found in Section C and in 4.B. provide this information for the person whom you have designated as the person to answer any privacy questions found in Section B. The business may contract out for this expertise; however, designated individual(s) must have knowledge of the business's devices, systems and methods for use, disclosure, creation, receipt, transmission and maintenance of Confidential Information and be willing to be the point of contact for privacy and security questions.

Item #5. HHS Agency Information. Provide the details of the HHS Contract Manager and PO/Contract # if known.

- **Contract Mgr.** Provide the name of the HHS Contract Manager or Purchasing Official.
- **Email Address.** Provide the HHS Contract Manager or Purchasing Official email address.
- **Agency.** Select the Agency responsible for the Purchase Order or Contract.
- **Telephone #.** Provide the HHS Contract Manager or Purchasing Official telephone number.
- **Requesting Dept.** Provide the HHS Agency Requesting Department.
- **PO/Contract #.** Provide the Purchase Order or Contract number.

Item #6. Number of Storage devices for Confidential Information. The total number of devices is automatically calculated by exiting the fields in lines a - d. Use the <Tab> key when exiting the field to prompt calculation, if it doesn't otherwise sum correctly.

- **Item 6a. Devices.** Provide the number of personal user computers, devices, and drives (including mobile devices, laptops, USB drives, and external drives) on which your business stores or will store Confidential Information.
- **Item 6b. Servers.** Provide the number of servers not housed in a data center or "in the cloud," on which confidential data is stored or will be stored. A server is a dedicated computer that provides data or services to other computers. It may provide services or data to systems on a local area network (LAN) or a wide area network (WAN) over the Internet. If none, answer "0" (zero).
- **Item 6c. Cloud Services.** Provide the number of cloud services to which Confidential Information is stored. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer. If none, answer "0" (zero.)
- **Item 6d. Data Centers.** Provide the number of data centers in which you store Confidential Information. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information

organized around a particular body of knowledge or pertaining to a particular business. If none, answer "0" (zero).

Item #7. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Confidential Information during one year. Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.

Item #8. HIPAA Business Associate Agreement.

- **Item #8a.** Answer "yes" if your business will use, disclose, create, receive, transmit, or store information relating to a client/consumer's healthcare on behalf of the Department of State Health Service, the Department of Disability and Aging Services, or the Health and Human Services commission for treatment, payment, or operation of Medicaid or Medicaid clients. If your contract does not include HIPAA covered information, respond "no."
- **Item #8b.** Answer "yes" if your business has a notice of privacy practices (a document that explains how you protect and use a client/consumer's healthcare information) displayed either on a website (if one exists for your business) or in your place of business (if that location is open to clients/consumers or the public). If your contract does not include HIPAA covered information, respond "no."

Item #9. Subcontractors. If your business responded "0" to question 3 (number of subcontractors), Answer "no" to Items 9a and 9b to indicate not applicable.

- **Item #9a.** Answer "yes" if your business requires that all subcontractors sign Attachment 1 of the DUA.
- **Item #9b.** Answer "yes" if your business obtains HHS approval before permitting subcontractors to handle Confidential Information on your business's behalf.

Item #10. Optional Insurance. Answer "yes" if applicant has optional insurance in place to provide coverage for a Breach or any other situations listed in this question. If you do not have this optional coverage, answer "no."

SECTION B. PRIVACY RISK ANALYSIS AND ASSESSMENT

Reasonable and appropriate written Privacy and Security policies and procedures are required, even for sole proprietors who are the only employee, to demonstrate how your business will safeguard Confidential Information and respond in the event of a Breach of Confidential Information. To ensure that your business is prepared, all of the items below must be addressed in your written Privacy and Security policies and procedures.

For any question Section B or Section C question that is answered "no", an explanation of how compliance will be corrected and a date when compliance will be complete in the designated areas below the question.

Item #1. Answer "yes" if you have written policies in place for each of the areas (a-o).

- **Item #1a.** Answer "yes" if your business has written policies and procedures that identify everyone, including subcontractors, who are authorized to use Confidential Information. The policies and procedures should also identify the reason why these Authorized Users need to access the Confidential Information and this reason must align with the Authorized Purpose described in the Scope of Work or description of services in the Base Contract with the HHS agency.
- **Item #1b.** Answer "yes" if your business has written policies and procedures that require your employees (including yourself), your volunteers, your trainees, and any other persons whose work you direct, to comply with the requirements of HIPAA, if applicable, and other confidentiality laws as they relate to your handling of Confidential Information. Refer to the laws and rules that apply, including those referenced in the DUA and Scope of Work or description of services in the Base Contract.
- **Item #1c.** Answer "yes" if your business has written policies and procedures that limit the Confidential Information you disclose to the minimum necessary for your workforce and subcontractors (if applicable) to perform the obligations described in the Scope of Work or service description in the Base Contract. (e.g., if a client/consumer's Social Security Number is not required for a workforce member to perform the obligations described in the Scope of Work or service description in the Base Contract, then the Social Security Number will not be given to them.) If you are the only employee for your business, policies and procedures must not include a request for, or use of, Confidential Information that is not required for performance of the services.
- **Item #1d.** Answer "yes" if your business has written policies and procedures that explain how your business would respond to an actual or a suspected breach of Confidential Information. The written policies and procedures, at a minimum, must include the three items below. If any response to the three items below are no, answer "no."

- **Item #1di.** Answer "yes" if your business has written policies and procedures that require your business to immediately notify HHS, the HHS Agency, regulatory authorities, or other required Individuals or Authorities of a Breach as described in Article 4, Section 4 of the DUA.

Refer to Article 4, Section 4.01:

Initial Notice of Breach must be provided in accordance with HHS and DUA requirements with as much information as possible about the Event/Breach and a name and contact who will serve as the single point of contact with HHS both on and off business hours. Time frames related to Initial Notice include:

- *within one hour of Discovery of an Event or Breach of Federal Tax Information, Social Security Administration Data, or Medicaid Client Information*
- *within 24 hours of all other types of Confidential Information 48-hour Formal Notice must be provided no later than 48 hours after Discovery for protected health information, sensitive personal information or other non-public information and must include applicable information as referenced in Section 4.03 (C) 2. of the DUA.*

- **Item #1dii.** Answer yes, if your business has written policies and procedures require you to have and follow a written breach response plan as described in Article 4 Section 4.02 of the DUA.
- **Item #1diii.** Answer "yes", if your business has written policies and procedures require you to notify Reporting Authorities and Individuals whose Confidential Information has been breached as described in Article 4 Section 4.03 of the DUA.
- **Item #1e.** Answer "yes", if your business has written policies and procedures requiring annual training of your entire workforce on matters related to confidentiality, privacy, and security, stressing the importance of promptly reporting any Event or Breach, outlines the process that you will use to require attendance and track completion for employees who failed to complete annual training.
- **Item #1f.** Answer "yes", if your business has written policies and procedures requiring you to allow individuals (clients/ consumers) to access their individual record of Confidential Information, and allow them to amend or correct that information, if applicable.
- **Item #1g.** Answer "yes", if your business has written policies and procedures restricting access to Confidential Information to only persons who have been authorized and trained on how to handle Confidential Information
- **Item #1h.** Answer "yes", if your business has written policies and procedures requiring sanctioning of any subcontractor, employee, trainee, volunteer, or anyone whose work you direct when they have accessed Confidential Information but are not authorized to do so, and that you have a method of proving that you have sanctioned such an individuals. If you are the only employee, you must demonstrate how you will document the noncompliance, update policies and procedures if needed, and seek additional training or education to prevent future occurrences.
- **Item #1i.** Answer "yes", if your business has written policies and procedures requiring you to update your policies within 60 days after you have made changes to how you use or disclose Confidential Information.
- **Item #1j.** Answer "yes" if your business has written policies and procedures requiring you to restrict attempts to take de-identified data and re-identify it or restrict any subcontractor, employee, trainee, volunteer, or anyone whose work you direct, from contacting any individuals for whom you have Confidential Information except to perform obligations under the contract, or with written permission from HHS.
- **Item #1k.** Answer "yes" if your business has written policies and procedures prohibiting you from using, disclosing, creating, maintaining, storing or transmitting Confidential Information outside of the United States.
- **Item #1l.** Answer "yes", if your business has written policies and procedures requiring your business to cooperate with HHS agencies or federal regulatory entities for inspections, audits, or investigations related to compliance with the DUA or applicable law.
- **Item #1m.** Answer "yes" if your business has written policies and procedures requiring your business to use appropriate standards and methods to destroy or dispose of Confidential Information. Policies and procedures should comply with HHS requirements for retention of records and methods of disposal.
- **Item #1n.** Answer "yes" if your business has written policies and procedures prohibiting the publication of the work you created or performed on behalf of HHS pursuant to the DUA, or other Confidential Information, without express prior written approval of the HHS agency.

The questions below relate to implementation of the Privacy and Security policies and procedures referenced above in Section 1.

Item #2. Answer "yes" if your business has a current training program that meets the requirements specified in the SPI for you, your employees, your subcontractors, your volunteers, your trainees, and any other persons under your direct supervision.

Item #3. Answer "yes" if your business has privacy safeguards to protect Confidential Information as described in the SPI.

Item #4. Answer "yes" if your business maintains current lists of persons in your workforce, including subcontractors (if applicable), who are authorized to access Confidential Information. If you are the only person with access to Confidential Information, please answer "yes."

Item #5. Answer "yes", if your business and subcontractors (if applicable) monitor for and remove from the list of Authorized Users, members of the workforce who are terminated or are no longer authorized to handle Confidential Information. If you are the only one with access to Confidential Information, please answer "yes".

SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT

This section is about your electronic systems. If you DO NOT store Confidential Information in electronic systems (e.g., laptop, personal computer, mobile device, database, server, etc.), select the "No Electronic Systems" box and respond "yes" for all questions in this section.

Item #1. Answer "yes" if your business does not "offshore" or use, disclose, create, receive, transmit or maintain Confidential Information outside of the United States. If you are not certain, contact your provider of technology services (application, cloud, data center, network, etc.) and request confirmation that they do not off-shore their data.

Item #2. Answer "yes" if your business uses a person or company who is knowledgeable in IT security to maintain or oversee the configurations of your business's computing systems and devices. You may be that person, or you may hire someone who can provide that service for you.

Item #3. Answer "yes" if your business monitors and manages access to Confidential Information (i.e., reviews systems to ensure that access is limited to Authorized Users; has formal processes for granting, validating, and reviews the need for remote access to Authorized Users to Confidential Information, etc.). If you are the only employee, answer "yes" if you have implemented a process to periodically evaluate the need for accessing Confidential Information to fulfill your Authorized Purposes.

Item #4. Answer "yes" if your business assigns a unique user name and private password to each of your employees, your subcontractors, your volunteers, your trainees and any other persons under your direct control who will use, disclose, create, receive, transmit or maintain Confidential Information.

Item #5. Answer "yes" if your business has implemented a system for changing the password a system initially assigns to the user (also known as the default password), and requires users to change their passwords at least every 90 days, and prohibits the creation of weak passwords for all computer systems that access or store Confidential Information (e.g., a strong password has a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numbers, where possible). If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:

<http://windows.microsoft.com/en-us/windows/change-password-policy-settings#1TC=windows-7>

Item #6. Answer "yes" if your business locks the access after a certain number of failed attempts to login and after 15 minutes of user inactivity on all computing devices that access or store Confidential Information. If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:

<http://windows.microsoft.com/en-us/windows/change-password-policy-settings#1TC=windows-7>

Item #7. Answer "yes", if your business secures, manages, and encrypts remote access, such as: using Virtual Private Network (VPN) software on your home computer to access Confidential Information that resides on a computer system at a business location or, if you use wireless, ensuring that the wireless is secured using a password code. If you do not access systems remotely or over wireless, answer "yes."

Item #8. Answer "yes" if your business updates the computer security settings for all your computers and electronic systems that access or store Confidential Information to prevent hacking or breaches (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit opportunities for hackers or intruders to access your system). For example, Microsoft's Windows security checklist:

<http://windows.microsoft.com/en-us/windows7/Security-checklist-for-Windows-7>

Item #9. Answer "yes" if your business secures physical access to computer, paper, or other systems containing Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.). If you are the only employee and use these practices for your business, answer "yes."

Item #10. Answer "yes" if your business uses encryption products to protect Confidential Information that is transmitted over a public network (e.g., the Internet, WIFI, etc.) or that is stored on a computer system that is physically or electronically accessible to the public (FIPS 140-2 encryption preferred. For more information regarding FIPS 140-2 encryption products, please refer to: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm>).

Item #11. Answer "yes" if your business requires employees, volunteers, trainees and other workforce members to sign a document that clearly outlines their responsibilities for protecting Confidential Information and associated systems containing Confidential Information before they can obtain access. If you are the only employee answer "yes" if you have signed or are willing to sign the DUA, acknowledging your adherence to requirements and responsibilities.

Item #12. Answer "yes" if your business is willing to perform a criminal background check on employees, subcontractors, volunteers, or trainees who access Confidential Information. If you are the only employee, answer "yes" if you are willing to submit to a background check.

Item #13. Answer "yes" if your business stores Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can produce evidence of the encryption, such as, a screen shot or a system report (FIPS 140-2 encryption preferred. For more information regarding FIPS 140-2 encryption products, please refer to: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm>). If you do not utilize end-user electronic devices for storing Confidential Information, answer "yes."

Item #14. Answer "yes" if your business prohibits the storage or creation of Confidential Information on free Cloud Services or social media sites if you use such services or sites, and there is an HHS approved subcontractor agreement that includes an encryption requirement with the service or site. If you do not utilize free Cloud Services or media sites for storing Confidential Information, answer "yes."

Item #15. Answer "yes" if your business keeps current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Confidential Information. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<http://windows.microsoft.com/en-US/windows7/products/features/windows-update>

Item #16. Answer "yes" if your business's computing systems that use, disclose, access, create, transmit, maintain or store Confidential Information contain up-to-date anti-malware and antivirus protection. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<http://windows.microsoft.com/en-US/windows7/products/features/windows-update>

Item #17. Answer "yes" if your business reviews system security logs on computing systems that access or store Confidential Information for abnormal activity or security concerns on a regular basis. If you use a Microsoft Windows system, refer to the Microsoft website for ensuring your system is logging security events, see example:

http://windows.microsoft.com/en-us/windows/what-information-event-logs_event-viewer#1TC=windows-7

Item #18. Answer "yes" if your business disposal processes for Confidential Information ensure that Confidential Information is destroyed so that it is unreadable or undecipherable. Simply deleting data or formatting the hard drive is not enough; ensure you use products that perform a secure disk wipe. A Google search can provide information on what tools can do this.

SECTION D. SIGNATURE AND SUBMISSION

Click on the signature area to digitally sign the document. Select the "Submit by email" button to automatically submit the form as an email attachment. When prompted, choose "Desktop Email Application" and click "OK" to create the email. Alternatively, the form may be manually submitted as an attachment to an email sent to InfoSecurity@hhsc.state.tx.us.

Attachment E – Grantee UTC

VERSION 2.12

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
Responsible Office: Chief Counsel



Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.12

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS	4
1.01 Definitions	4
1.02 Interpretive Provisions.....	5
ARTICLE II Payment Methods and Restrictions	6
2.01 Payment Methods.....	6
2.02 Final Billing Submission.....	6
2.03 Financial Status Reports (FSRs)	7
2.04 Debt to State and Corporate Status	7
2.05 Application of Payment Due	7
2.06 Use of Funds.....	7
2.07 Use for Match Prohibited	7
2.08 Program Income	7
2.09 Nonsupplanting	8
ARTICLE III. STATE AND FEDERAL FUNDING	8
3.01 Funding.....	8
3.02 No debt Against the State.....	8
3.03 Debt to State	8
3.04 Recapture of Funds.....	8
ARTICLE IV Allowable Costs and Audit Requirements	9
4.01 Allowable Costs.	9
4.02 Independent Single or Program-Specific Audit	10
4.03 Submission of Audit.....	10
Article V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS	11
5.01 General Affirmations.....	11
5.02 Federal Assurances.....	11
5.03 Federal Certifications	11
ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY	11
6.01 Ownership	11
6.02 Intellectual Property	11
ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE	11
7.01 Books and Records.....	11
7.02 Access to records, books, and documents	12

7.03	Response/compliance with audit or inspection findings	12
7.04	SAO Audit.....	12
7.05	Confidentiality.....	13
7.06	Public Information Act.....	13
ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION		13
8.01	Contract Management	13
8.02	Termination for Convenience.....	13
8.03	Termination for Cause.....	13
8.04	Equitable Settlement	14
ARTICLE IX MISCELLANEOUS PROVISIONS.....		14
9.01	Amendment	14
9.02	Insurance	14
9.03	Legal Obligations	14
9.04	Permitting and Licensure	14
9.05	Indemnity	15
9.06	Assignments	15
9.07	Relationship of the Parties.....	16
9.08	Technical Guidance Letters.....	16
9.09	Governing Law and Venue	16
9.10	Survivability	17
9.11	Force Majeure	17
9.12	No Waiver of Provisions	17
9.13	Publicity	17
9.14	Prohibition on Non-compete Restrictions	17
9.15	No Waiver of Sovereign Immunity	17
9.16	Entire Contract and Modification.....	17
9.17	Counterparts	18
9.18	Proper Authority.....	18
9.19	Employment Verification.....	18
9.20	Civil Rights	18

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“[Deliverable](#)” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Contract, if any.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Attachment F – HHSC Special Conditions Version 1.0



**Health and Human Services Commission
Special Conditions
Version 1.0**

TABLE OF CONTENTS

ARTICLE I. SPECIAL DEFINITIONS	1
ARTICLE II. GENERAL PROVISIONS.....	2
2.01 Controlling Order	2
2.02 Inducements	2
2.03 Delegation of Authority	3
2.04 Other System Agencies Participation in the Contract	3
2.05 Most Favored Customer	3
2.06 Assumption After Assignment	4
2.07 Cooperation with HHSC Vendors	4
2.08 Renegotiation and Reprocurement Rights	4
2.09 Solicitation Errors.....	4
ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES.....	4
3.01 Authority.....	4
3.02 Prohibition	4
3.03 Exception	5
3.04 Remedy	5
ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS	5
4.01 Qualifications.....	5
4.02 Conduct and Removal	5
4.03 No Authority.....	6
4.04 E-Verify	6
4.05 Subcontractors Not Identified in the Solicitation Response	6
ARTICLE V. PERFORMANCE.....	6
5.01 Measurement	6
ARTICLE VI. AMENDMENTS AND MODIFICATIONS.....	7
6.01 Formal Procedure	7
6.02 Minor Administrative Changes	7
6.03 Technical Guidance Letters	7
ARTICLE VII. AUDITS AND RECORDS	7
7.01 Record Retention	7
7.02 Access and Accommodation	8
7.03 Response to Audits or Inspection Findings	8
ARTICLE VIII. PAYMENT	8
8.01 Duty to Make Payment	8
ARTICLE IX. CONFIDENTIALITY	9

9.01 Requests for Public Information.....	9
9.02 Consultant Disclosure.....	9
9.03 Other Confidential Information	9
ARTICLE X.DISPUTES AND REMEDIES.....	10
10.01 Agreement of the Parties	10
10.02 Operational Remedies.....	10
10.03 Equitable Remedies	11
10.04 Continuing Duty to Perform	11
ARTICLE XI. DAMAGES.....	11
11.01 Availability and Assessment	11
11.02 Specific Items of Liability	11
ARTICLE XII. TURNOVER.....	12
12.01 Turnover Plan	12
12.02 Turnover Assistance	12
ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS	13
13.01 HHSC Additional Rights	13
13.02 Third Party Software	13
13.03 Software and Ownership Rights.	13
ARTICLE XIV. MISCELLANEOUS PROVISIONS	13
14.01 Ability to Perform.....	13
14.02 Continuing Duty to Disclose	14
14.03 Conflicts of Interest	14
14.04 Flow Down Provisions	14
14.05 Recruitment Prohibition	14
14.06 Manufacturer’s Warranties	14
14.07 Cooperation with HHSC Designees	15
14.08 Notice of Litigation or Contract Action	15

HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Contractor Agents” means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

“Item of Noncompliance” means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

“Outside the United States” means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

“Software” means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

“Turnover” means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

“Turnover Plan” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“VUTC” means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

“WSD” means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 Delegation of Authority

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 Other System Agencies Participation in the Contract

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 Most Favored Customer

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 Assumption After Assignment

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 Cooperation with HHSC Vendors

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 Solicitation Errors

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 Authority

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 Prohibition

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 Exception

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 Remedy

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 Conduct and Removal

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 No Authority

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 Subcontractors Not Identified in the Solicitation Response

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. PERFORMANCE

5.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 Access and Accommodation

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response to Audits or Inspection Findings

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. PAYMENT

8.01 Duty to Make Payment

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. CONFIDENTIALITY

9.01 Requests for Public Information

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 Other Confidential Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. DAMAGES

11.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. **TURNOVER**

12.01 Turnover Plan

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 Turnover Assistance

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 Continuing Duty to Disclose

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 Recruitment Prohibition

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 Cooperation with HHSC Designees

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 Notice of Litigation or Contract Action

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment G – State Assurances

State Assurances

- (a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds.
- (1) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
 - (2) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
 - (3) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.
 - (4) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
 - (5) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).
 - (6) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
 - (7) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Attachment H – Federal Assurances

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Attachment I – DUA

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
_____ (“CONTRACTOR”)**

This Data Use Agreement (“DUA”), effective as of the Base Contract (“Effective Date”), is entered into by and between the Texas Health and Human Services Enterprise agency _____ (“HHS”) and _____ (“CONTRACTOR”), and incorporated into the terms of HHS Contract No. _____, in Travis County, Texas (the “Base Contract”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. **45 CFR 164.504(e)(1)-(3)** This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“Authorized Purpose” means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“Authorized User” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate

relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and

administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(I)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance

investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after

Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and **IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.**

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414**

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 *Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530*

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 *Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)*

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 *Governing Law, Venue and Litigation*

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 *Injunctive Relief*

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 *Indemnification*

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 *Insurance*

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party

insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 *Fees and Costs*

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 *Entirety of the Contract*

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 *Automatic Amendment and Interpretation*

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____ (SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, **201** .

DATE: _____

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____
(SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

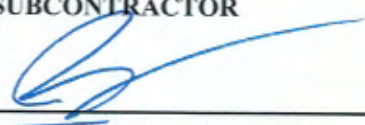
1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

BY: _____
NAME: _____
TITLE: _____
DATE: _____, 201 .

SUBCONTRACTOR

BY: 
NAME: Joe C. Fuentes, D.M.H.A
TITLE: CEO
DATE: 8/30/2016

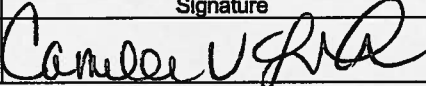
Supporting Documentation

Texas Health and Human Services Commission Contract Routing Form (CRF)


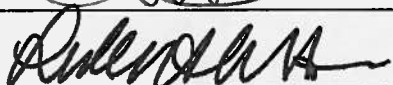
SECTION 1 For a Hard copy of the Executed Contract, please contact the assigned COS Administrator, respectively.	
Procurement (or Boilerplate) Number or Contract Number	Contractor Name
529-16-0132-00023	Houston Area Community Health Services
Adminstrating Division: Chief Deputy	Adminstrating Program: Women's Health Services, Healthy Texas Women
Contract Manager Name: Camille Laosebikan	Telephone Number: 512-776-3561

SECTION 2: Planning Acknowledgement and Review of Final Contract

I acknowledge I have prepared the submitted Agreement and received assistance with the drafting/development of the contract from the following: OGC, HUB, Civil Rights, and/or, any other affected Division/Program (e.g. HHSC Information Technology).

Reviewer	Printed Name	Signature	Date
Project/Contract Manager's Name	Camille Laosebikan		8/31/2016

SECTION 3: Division/Program Staff Review and Signature

Reviewers	Printed Name	Signature	Date	Refer to approval e-mail
Division Unit/Dept. Director (or Designee)	Viveca Martinez		8/31/2016	<input type="checkbox"/>
Associate Commissioner/Inspector General/Special Counsel for Policy	Lesley French		8/31/2016	<input type="checkbox"/>

SECTION 4: Contract Oversight and Support (COS) Concurrent Routing for Review and Signature

Reviewers	Printed Name	Signature	Date	Refer to approval e-mail HCATS
Office of General Counsel	James Ramirez			<input type="checkbox"/>
HUB Program Office	Karen Williams			<input type="checkbox"/>
Civil Rights	Paula Traffas			<input type="checkbox"/>
Financial Services - Budget	Lisa Carruth			<input type="checkbox"/>
Deputy Executive Commissioner authorized designee ("Only" division 005 and 006)	N/A			<input type="checkbox"/>
Deputy Executive Commissioner for Financial Services (for contracts \$1M or more)	N/A			<input type="checkbox"/>
Deputy Executive Commissioner for System Support Services (for contracts \$1M or more)	N/A			<input type="checkbox"/>
Division Deputy Executive Commissioner (002, 003, 004, 006, 012, 013, 014, 015)	N/A			<input type="checkbox"/>
Procurement and Contracting Services (PCS) (amendments/renewals for solicited contracts)	N/A			<input type="checkbox"/>
Chief of Staff (001)	N/A			<input type="checkbox"/>
Chief Deputy (005)	N/A			<input type="checkbox"/>
Executive Clerk (or signature authority Designee)	Lesley French	See Above		

SECTION 5: Contract Oversight and Support (COS) Administrator

COS Administrator name, telephone number, as applicable comments:	
Trish Raines 512-406-2418	

**Texas Health and Human Services Commission
Executive Commissioner Key Contract Provisions Summary (KCPS)**

SECTION 1

Contract Number: 529-16-0132-00023		Contractor Name: Houston Area Community Services, Inc.	
Adminstrating Division: Chief Deputy		Adminstrating Program: Women's Health Services, Healthy Texas Women	
Contract Type: <input type="checkbox"/> Consulting Services <input type="checkbox"/> Major Information System <input type="checkbox"/> Professional Services <input checked="" type="checkbox"/> Other Services			
Type of submitted documentation:	<input checked="" type="checkbox"/> New Contract <input type="checkbox"/> Amendment* <input type="checkbox"/> Renewal* <input type="checkbox"/> Extension*	Begin Date: _____ or <input checked="" type="checkbox"/> Effective upon execution	End Date: <u>8/31/2017</u> or Expires _____ months after execution
*Begin date of the original contract: _____			
Amendment/Renewal/Extension: <input type="checkbox"/> Decreases the Amount <input type="checkbox"/> Increases the Amount <input type="checkbox"/> Has No Monetary Change			
Amount of the submitted documentation:		<u>\$589,017.00</u>	
If an amendment, renewal, or extension is being processed, enter the amount of the original contract plus all prior amendments, renewals, and/or extensions. Do not include the amount of the submitted documentation that is currently being processed.		<u>\$0.00</u>	
Grand Total:		\$589,017.00	

SECTION 2

PURPOSE OF THE CONTRACT: To conduct activities that will enhance the clinical outcome for clients seen through the Healthy Texas Women Fee-for-Service Program.
BRIEF DESCRIPTION OR RELEVANT HISTORY FOR THE CONTRACT ACTIVITY: <input type="checkbox"/> See the attached Action Memo previously approved by the Executive Commissioner, if applicable. New Contract
KEY CONTRACT PROVISION NUMBER/CLAUSE: <input type="checkbox"/> See the attached Action Memo previously approved by the Executive Commissioner, if applicable. Brief summary of contract provision: Activities under the contract include assisting eligible women with enrollment, direct clinical care for presumptively eligible women, staff development and training, and client and community based educational activities.

SECTION 3

SIGNIFICANT CONCERNS/ISSUES (legal, financial, etc.): Include any potential issue(s) (i.e., pros/cons, risks, etc.) that HHSC decision makers should be aware of or select N/A if there are none. <input checked="" type="checkbox"/> N/A <input type="checkbox"/> See the attached Action Memo previously approved by the Executive Commissioner, if applicable.
--

SECTION 4: Executive Commissioner's Office Use Only

Comments:

**Texas Health and Human Services Commission
HHSC Contract Data Form (CDF)**

SECTION 1 – Contract Detail Information

1. Is the submitted contract a result of a new procurement? <u>Yes</u>	
2. Contract Type: <u>New Contract</u> The Contract Number is: <u>529 -16-0132-00023</u> See attached Spreadsheet <u> </u>	
3. Begin Date of submitted documentation: <u> </u> or <input checked="" type="checkbox"/> Effective upon execution End Date of submitted documentation: <u>8-31-2017</u> or Expires <u> </u> months after execution, or <input type="checkbox"/> Open Ended	
4. What is the First Fiscal Year of the original contract? <u>0</u>	5. Other Contract No (i.e. legacy contract number): <u>NA</u>
6. Procurement Method: <u>Enrollment</u>	7. Procurement Number (if applicable): <u>529-16-0132</u>
8. LBB Contract Type: <u>Other</u>	9. Contract Category: <u>Other</u>
10. Classification: <u>Client Services</u>	11. The primary purpose of the Goods/Services are: <u>Services</u>
12. Is the submitted contract a MOU/MOA: <u>Neither</u>	13. Is the submitted contract an IAC or Interlocal: <u>Neither</u>
14. Insurance Required: <u>No</u>	15. Bonds Required: <u>No</u>

SECTION 2 - Confidential Information

1. Is a HIPAA Business Associate Agreement required: <u>Yes</u>	
2. Does Vendor Access Confidential Information: <u>Yes</u>	3. Is a DUA in Place: <u>Yes</u> (If DUA is in place, confirm in HCATS and continue to section 3)
4. DUA Comments: <u> </u>	5. Vendor DUA Execution Date: <u>4/27/16</u> (use contract execution date if copy is not required)
6. DUA Version: <u>8.3</u>	7. DUA Information Owner Division: <u>Chief Deputy</u>

SECTION 3 - Grant Information (If question one is answered No, continue to Section 4)

1. Grant Funded: <u>No</u> Federal Funding Accountability and Transparency Act (FFATA) Reporting Required: <u> </u>	2. Subrecipient/Contractor/Recipient: <u> </u> (To make a determination of a vendor or subrecipient, use the <u>CPP0438</u> Determination of Vendor or Subrecipient Status Form.)
3. Federally Funded: <u> </u>	4. State Funded: <u> </u>
5. Federal Grant Number: <u> </u>	6. CFDA Number: <u> </u>
7. DUNS Number: <u> </u>	8. Fiscal Year End (e.g., MM/DD): <u> </u>

SECTION 4 - Additional Details

1. Performing Agency: <u>HHSC is not the performing agency</u>	2. Is the contract a HHS Enterprise contract: <u>No</u>
3. Other ID (i.e. a referenced contract number): <u>NA</u>	4. Financial Method: <u>Expenditure</u>
5. Current FY Budget Amount: <u>\$589,017.00</u>	
6. Primary Payment Type: <u>Cost Reimbursement</u>	7. Secondary Payment Type: <u> </u>

SECTION 5: Other Contract Information

1. Are services provided statewide: <u>No</u> If no, attach and identify the Texas Counties (page 3)
--

NOTE: If Expenditure or Shared Resources was selected as the Financial Method in section 4, question 4, Sections 6 and 7 are required to be completed, If not, skip to Section 8.

**Texas Health and Human Services Commission
HHSC Contract Data Form (CDF)**

SECTION 6: Preliminary Planning Information

1. Select a reason for acquisition, outsourcing, or contracting the proposed services, goods/services, and/or deliverables:

Contract is: None of the above apply

If none of the above apply, provide a brief summary of the analysis/justification/reasons or complete the Cost Benefit Analysis CPP0402 for acquisition, outsourcing or contracting the proposed services, goods/services, and/or deliverables:

The purpose of this contract is to conduct activities that will enhance the clinical outcome for clients seen through the Healthy Texas Women Fee-for-Service Program.

2. Is an Advance Planning Document (APD) needed for the acquisition of automated data processing services or equipment for which the State is requesting Federal participation in the funding? Not Applicable

- If yes - Has an APD been completed and approved by the applicable federal agency? _____ If Yes, Provide a Copy.
- If No, provide an explanation why not: _____

3. Is approval from a federal agency(s) required before the contract for acquisition of automated data processing services or equipment is executed? Not Applicable

- If Yes – list the federal agency(s) that are required to approve the contract: _____
- If No – Provide an explanation: _____

SECTION 7: Contract Financial Data

1. What date are the desired goods/services needed (e.g., MM/DD/YYYY)? _____ or ☒ Effective upon execution

2. Provide the estimated total dollar amount/value below (or attach a spreadsheet) as stated in the contract, if applicable.

a. Amount of the submitted documentation:	589017.00
b. If an amendment, renewal, or extension is being processed enter the amount of the original contract plus all prior amendments, renewals, and/or extensions, as applicable. Do not include the amount of the submitted documentation that is currently being processed.	
Grand Total:	\$589,017.00

3. What is the source of funds to be used to pay for the goods, services, and/or deliverables? (Check all that apply)

- ☐ Appropriated receipts (e.g., private grants)
 ☐ Federal funds (Medicaid, federal grants, etc.)
 ☒ General revenue (state funds)
 ☐ Interagency funding agreement

Comments: _____

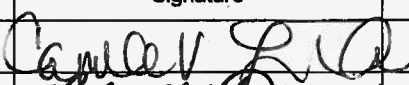
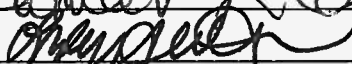
4. List the Budget Department Identification number(s) (speed chart #) from which the contract will be paid. 881

5. Has the source of funding/budget allocation been approved through HHSC's Budget Office? Yes
If no, provide an explanation: _____

6. Is the contract funded by appropriated receipts or an interagency funding agreement: No

- If Yes, list the funding entity or entities and the amount due from each entity is as follows: _____
- If Yes, has a supporting funding agreement, if required, been developed or executed? _____

SECTION 8: Division/Program Staff Review and Signature

	Printed Name	Signature	Date
Project/Contract Manager's Name	Camille Laosebikan		8/31/2016
Division Director (or Designee)	Lesley French		8/31/2016

**Texas Health and Human Services Commission
HHSC Contract Data Form (CDF)**

PURPOSE**Listing of Texas Counties**

<input type="checkbox"/> All Counties	<input type="checkbox"/> Out of State				
REGION 1					
<input type="checkbox"/> Armstrong County	<input type="checkbox"/> Dallam County	<input type="checkbox"/> Hansford County	<input type="checkbox"/> Lynn County	<input type="checkbox"/> Sherman County	
<input type="checkbox"/> Bailey County	<input type="checkbox"/> Deaf Smith County	<input type="checkbox"/> Hartley County	<input type="checkbox"/> Moore County	<input type="checkbox"/> Swisher County	
<input type="checkbox"/> Briscoe County	<input type="checkbox"/> Dickens County	<input type="checkbox"/> Hemphill County	<input type="checkbox"/> Motley County	<input type="checkbox"/> Terry County	
<input type="checkbox"/> Carson County	<input type="checkbox"/> Donley County	<input type="checkbox"/> Hockley County	<input type="checkbox"/> Ochiltree County	<input type="checkbox"/> Wheeler County	
<input type="checkbox"/> Castro County	<input type="checkbox"/> Floyd County	<input type="checkbox"/> Hutchinson County	<input type="checkbox"/> Oldham County	<input type="checkbox"/> Yoakum County	
<input type="checkbox"/> Childress County	<input type="checkbox"/> Garza County	<input type="checkbox"/> King County	<input type="checkbox"/> Parmer County		
<input type="checkbox"/> Cochran County	<input type="checkbox"/> Gray County	<input type="checkbox"/> Lamb County	<input type="checkbox"/> Potter County		
<input type="checkbox"/> Collingsworth County	<input type="checkbox"/> Hale County	<input type="checkbox"/> Lipscomb County	<input type="checkbox"/> Randall County		
<input type="checkbox"/> Crosby County	<input type="checkbox"/> Hall County	<input type="checkbox"/> Lubbock County	<input type="checkbox"/> Roberts County		
REGION 2					
<input type="checkbox"/> Archer County	<input type="checkbox"/> Comanche County	<input type="checkbox"/> Haskell County	<input type="checkbox"/> Montague County	<input type="checkbox"/> Stonewall County	
<input type="checkbox"/> Baylor County	<input type="checkbox"/> Cottle County	<input type="checkbox"/> Jack County	<input type="checkbox"/> Nolan County	<input type="checkbox"/> Taylor County	
<input type="checkbox"/> Brown County	<input type="checkbox"/> Eastland County	<input type="checkbox"/> Jones County	<input type="checkbox"/> Runnels County	<input type="checkbox"/> Throckmorton County	
<input type="checkbox"/> Callahan County	<input type="checkbox"/> Fisher County	<input type="checkbox"/> Kent County	<input type="checkbox"/> Scurry County	<input type="checkbox"/> Wichita County	
<input type="checkbox"/> Clay County	<input type="checkbox"/> Foard County	<input type="checkbox"/> Knox County	<input type="checkbox"/> Shackelford County	<input type="checkbox"/> Wilbarger County	
<input type="checkbox"/> Coleman County	<input type="checkbox"/> Hardeman County	<input type="checkbox"/> Mitchell County	<input type="checkbox"/> Stephens County	<input type="checkbox"/> Young	
REGION 3					
<input type="checkbox"/> Collin County	<input type="checkbox"/> Ellis County	<input type="checkbox"/> Hood County	<input type="checkbox"/> Navarro County	<input type="checkbox"/> Somervell County	
<input type="checkbox"/> Cooke County	<input type="checkbox"/> Erath County	<input type="checkbox"/> Hunt County	<input type="checkbox"/> Palo Pinto County	<input type="checkbox"/> Tarrant County	
<input type="checkbox"/> Dallas County	<input type="checkbox"/> Fannin County	<input type="checkbox"/> Johnson County	<input type="checkbox"/> Parker County	<input type="checkbox"/> Wise County	
<input type="checkbox"/> Denton County	<input type="checkbox"/> Grayson County	<input type="checkbox"/> Kaufman County	<input type="checkbox"/> Rockwall County		
REGION 4					
<input type="checkbox"/> Anderson County	<input type="checkbox"/> Delta County	<input type="checkbox"/> Hopkins County	<input type="checkbox"/> Rains County	<input type="checkbox"/> Upshur County	
<input type="checkbox"/> Bowie County	<input type="checkbox"/> Franklin County	<input type="checkbox"/> Lamar County	<input type="checkbox"/> Red River County	<input type="checkbox"/> Van Zandt County	
<input type="checkbox"/> Camp County	<input type="checkbox"/> Gregg County	<input type="checkbox"/> Marion County	<input type="checkbox"/> Rusk County	<input type="checkbox"/> Wood County	
<input type="checkbox"/> Cass County	<input type="checkbox"/> Harrison County	<input type="checkbox"/> Morris County	<input type="checkbox"/> Smith County		
<input type="checkbox"/> Cherokee County	<input type="checkbox"/> Henderson County	<input type="checkbox"/> Panola County	<input type="checkbox"/> Titus County		
REGION 5					
<input type="checkbox"/> Angelina County	<input type="checkbox"/> Jasper County	<input type="checkbox"/> Newton County	<input type="checkbox"/> Sabine County	<input type="checkbox"/> Shelby County	
<input type="checkbox"/> Hardin County	<input type="checkbox"/> Jefferson County	<input type="checkbox"/> Orange County	<input type="checkbox"/> San Augustine County	<input type="checkbox"/> Trinity County	
<input type="checkbox"/> Houston County	<input type="checkbox"/> Nacogdoches County	<input type="checkbox"/> Polk County	<input type="checkbox"/> San Jacinto County	<input type="checkbox"/> Tyler County	
REGION 6					
<input type="checkbox"/> Austin County	<input type="checkbox"/> Colorado County	<input checked="" type="checkbox"/> Harris County	<input type="checkbox"/> Montgomery County	<input type="checkbox"/> Wharton County	
<input type="checkbox"/> Brazoria County	<input type="checkbox"/> Fort Bend County	<input type="checkbox"/> Liberty County	<input type="checkbox"/> Walker County		
<input type="checkbox"/> Chambers County	<input type="checkbox"/> Galveston County	<input type="checkbox"/> Matagorda County	<input type="checkbox"/> Waller County		
REGION 7					
<input type="checkbox"/> Bastrop County	<input type="checkbox"/> Burnet County	<input type="checkbox"/> Grimes County	<input type="checkbox"/> Leon County	<input type="checkbox"/> Mills County	
<input type="checkbox"/> Bell County	<input type="checkbox"/> Caldwell County	<input type="checkbox"/> Hamilton County	<input type="checkbox"/> Limestone County	<input type="checkbox"/> Robertson County	
<input type="checkbox"/> Blanco County	<input type="checkbox"/> Coryell County	<input type="checkbox"/> Hays County	<input type="checkbox"/> Llano County	<input type="checkbox"/> San Saba County	
<input type="checkbox"/> Bosque County	<input type="checkbox"/> Falls County	<input type="checkbox"/> Hill County	<input type="checkbox"/> Madison County	<input type="checkbox"/> Travis County	
<input type="checkbox"/> Brazos County	<input type="checkbox"/> Fayette County	<input type="checkbox"/> Lampasas County	<input type="checkbox"/> McLennan County	<input type="checkbox"/> Washington County	
<input type="checkbox"/> Burleson County	<input type="checkbox"/> Freestone County	<input type="checkbox"/> Lee County	<input type="checkbox"/> Milam County	<input type="checkbox"/> Williamson County	
REGION 8					
<input type="checkbox"/> Atascosa County	<input type="checkbox"/> Dimmit County	<input type="checkbox"/> Guadalupe County	<input type="checkbox"/> LaSalle County	<input type="checkbox"/> Val Verde County	
<input type="checkbox"/> Bandera County	<input type="checkbox"/> Edwards County	<input type="checkbox"/> Jackson County	<input type="checkbox"/> Lavaca County	<input type="checkbox"/> Victoria County	
<input type="checkbox"/> Bexar County	<input type="checkbox"/> Frio County	<input type="checkbox"/> Karnes County	<input type="checkbox"/> Maverick County	<input type="checkbox"/> Wilson County	
<input type="checkbox"/> Calhoun County	<input type="checkbox"/> Gillespie County	<input type="checkbox"/> Kendall County	<input type="checkbox"/> Medina County	<input type="checkbox"/> Zavala County	
<input type="checkbox"/> Comal County	<input type="checkbox"/> Goliad County	<input type="checkbox"/> Kerr County	<input type="checkbox"/> Real County		
<input type="checkbox"/> DeWitt County	<input type="checkbox"/> Gonzales County	<input type="checkbox"/> Kinney County	<input type="checkbox"/> Uvalde County		
REGION 9					
<input type="checkbox"/> Andrews County	<input type="checkbox"/> Dawson County	<input type="checkbox"/> Kimble County	<input type="checkbox"/> Midland County	<input type="checkbox"/> Sutton County	
<input type="checkbox"/> Borden County	<input type="checkbox"/> Ector County	<input type="checkbox"/> Loving County	<input type="checkbox"/> Pecos County	<input type="checkbox"/> Terrell County	
<input type="checkbox"/> Coke County	<input type="checkbox"/> Gaines County	<input type="checkbox"/> Martin County	<input type="checkbox"/> Reagan County	<input type="checkbox"/> Tom Green County	
<input type="checkbox"/> Concho County	<input type="checkbox"/> Glasscock County	<input type="checkbox"/> Mason County	<input type="checkbox"/> Reeves County	<input type="checkbox"/> Upton County	
<input type="checkbox"/> Crane County	<input type="checkbox"/> Howard County	<input type="checkbox"/> McCulloch County	<input type="checkbox"/> Schleicher County	<input type="checkbox"/> Ward County	
<input type="checkbox"/> Crockett County	<input type="checkbox"/> Irion County	<input type="checkbox"/> Menard County	<input type="checkbox"/> Sterling County	<input type="checkbox"/> Winkler	
REGION 10					
<input type="checkbox"/> Brewster County	<input type="checkbox"/> El Paso County	<input type="checkbox"/> Jeff Davis			
<input type="checkbox"/> Culberson County	<input type="checkbox"/> Hudspeth County	<input type="checkbox"/> Presidio County			
REGION 11					
<input type="checkbox"/> Aransas County	<input type="checkbox"/> Duval County	<input type="checkbox"/> Kenedy County	<input type="checkbox"/> Nueces County	<input type="checkbox"/> Webb County	
<input type="checkbox"/> Bee County	<input type="checkbox"/> Hidalgo County	<input type="checkbox"/> Kleberg County	<input type="checkbox"/> Refugio County	<input type="checkbox"/> Willacy County	
<input type="checkbox"/> Brooks County	<input type="checkbox"/> Jim Hogg County	<input type="checkbox"/> Live Oak County	<input type="checkbox"/> San Patricio County	<input type="checkbox"/> Zapata County	
<input type="checkbox"/> Cameron County	<input type="checkbox"/> Jim Wells County	<input type="checkbox"/> McMullen County	<input type="checkbox"/> Starr County		

to provide critical and supportive contract data for agency staff involved in the contract development and execution process.

Effective: Aug 2004

Revised: January 4, 2016

**Texas Health and Human Services Commission
Vendor Information Form (VIF)**

Instructions: This form must be completed and submitted with each new contract, amendment, renewal, and/or extension.
(Please type or print information.)


SECTION 1: Contractor's General Information

Legal Contractor's Name:	Houston Area Community Services, Inc. (HACS)		
Legal Doing Business As (DBA) Name:	_____		
Physical Address:	2150 W. 18 th St., Suite 300, Houston, TX 77008		
Remit To (Payment) Address:	2150 W. 18th St., Suite 300, Houston, TX 77008		
Enter Texas Identification Number (TIN)	Texas Identification Number (TIN): 17605492408 (11 digit TIN must be provided) (Contact Accounts Payable at Vendor@hhsc.state.tx.us for valid 11 digit TIN (if unknown))		
Select the Legal Status:	<input type="checkbox"/> For-profit Entity <input checked="" type="checkbox"/> Non-profit Entity		
Select the Business Structure:	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership* <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Governmental Entity (must specify): _____ <input type="checkbox"/> Other (must specify): _____		
	* If Partnership, must provide SSN or TIN for minimum of two partners		
	Partner Name: N/A	TIN : _____	
	Partner Name: N/A	TIN : _____	
If applicable, enter appropriate information:	State of Incorporation: TX	Texas Charter Number: 0146386701	Name of Parent Entity: Same

SECTION 2: Contractor's Contact Information

Person Who Will Sign the Contract		Point of Contact for Contract	
Name:	Joe C. Fuentes, Jr., MBA	Name:	Dr. Manjula Cherukuri
Title:	CEO	Title:	Chief Medical Officer
Mailing Address:	2150 W. 18th St., Suite 300, Houston, TX 77008	Mailing Address:	2150 W. 18th St., Suite 300, Houston, TX 77008
Telephone:	713-426-0027 X 389	Telephone:	713-426-0027 X 420
Fax:	713-526-1422	Fax:	713-526-1422
E-mail:	jfuentes@hacstxs.org	E-mail:	mcherukuri@hacstxs.org

SECTION 3: Contractor's Authorized Signature (or HHSC Contract Manager)

Printed Name	Signature	Date	Phone Number
Joe C. Fuentes, Jr., MBA		08/30/2016	713-426-0027 X 389

SECTION 4: ECPS Contract and Administration Office Use Only

Contractor to Receive Payment: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Contract Number: 529-16-0132-00023

Glenn Hegar

Texas Comptroller of Public Accounts

*Welcome to your official online window on state government services from the Texas Comptroller of Public Accounts.***Debarred Vendor List**

As of **November 2, 2015**, the following vendors have failed to comply with their contracts and have been debarred from doing business with the State of Texas for the period of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in RULE §20.102(b)(4).

Vendor ID Number	Vendor Name/Address	Date of Debarment	Length of Debarment
17603361605	Daystar Residential, Inc 3926 Bahler Manvel TX 77578	May 17, 2011	5 Years
11343506066	DBuilders2 LLC PO Box 248 Mansfield TX 76063	September 19, 2011	5 Years
1562456928900	Smith Housewares and Restaurant Supplies 500 Erie Blvd Syracuse, NY 13202	November 12, 2014	5 Years
15814194500	Twiss Associates 19 Compo Rd South Westport CT 06880	September 23, 2011	5 Years
1743261315000	Walker's Electric Company 1520 Park St Beaumont TX 77701		
	Also: Walkers Electric Company Calvin G. Walker Stacy Walker	August 28, 2012	5 Years
	Walker Electric Company LLC 1520 Park St Beaumont TX 77701-5527		
1272447273800	Also: Walkers Electric Company Calvin G. Walker Stacy Walker	August 28, 2012	5 Years

SAM Search Results
List of records matching your search for :

Search Term : Houston* Area* Community* Health* Services*
Record Status: Active

No Search Results

Contract Number		529-16-0132-00023		Vendor Name		Houston Area Community Services, Inc.									
Order of Documentation	Form Numbers	Contract File Documents		New Contracts Consulting Services > \$5K	New Contract	Amendments Renewals Extension	IAG MOU Interlocal	Community Partner MOUs	Boleplate Development Packet	Boleplate New Contract	Boleplate Contract Amendment	MCP Boleplate SBA, CHIP Vendor Drug Hotel Meal MAC	New Managed Care	Amended Managed Care	
Select contract type by clicking on the columns to the right															
1	N/A	Contract (e.g. Exhibits and HIPAA Business Associate Agreement, etc.)		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
2	CPP0410	Child Support Certification		Y	Y					Y			Y		
3	CPP0411	Certification Regarding Debarment, Suspension, Ineligibility, & Voluntary Exclusion for Covered Contracts		Y	Y					Y			Y		
4	CPP0412	Certification Regarding Federal Lobbying (> or = \$100K)		Y	Y					Y			Y		
5	PCS 117	HHS Nondisclosure and Procurement Integrity Statement		Y	Y					Y			Y		
6	CPP0434	Antitrust Certification		Y	A/A					Y			Y		
7	CPP0419	Contract Routing Form		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
8	CPP0416	Executive Commissioner Key Contract Provisions Summary (KCPS)		Y	Y	Y	Y	Y	Y	Y	Y		Y	Y	
9	N/A	Action Memo		A/A	A/A	A/A	A/A		Y						
10	HHS-PCS.01	Sole Source or Proprietary Justification Form		A/A	A/A	A/A									
11	HHS-PCS.02	Emergency Justification Form		A/A	A/A	A/A									
12	CPP0404	Consultant Contract Notification Finding of Fact Form (Professional & Consulting >\$15K)		Y											
13	CPP0409	Texas Register Notification of Consulting Procurement (Professional & Consulting >\$15K)		Y											
14	CPP0417	Notice of Award of Major Consulting Contract (Professional & Consulting >\$15K)		Y											
15	CPP0401	HHS Contract Planning Questionnaire (CPQ)		Y	Y	Y	Y	Y	Y						
16	CPP0438	Determination of Vendor or Subrecipient Status		A/A	A/A	A/A	A/A			A/A	A/A				
17	CPP0443	FFATA Certification Form		A/A	A/A	A/A									
18	CPP0402	Cost Benefit Analysis (Applicable if Section 2, question 1 of CPQ is not applicable)		A/A	A/A	A/A	A/A								
19	CPP0415	Evaluation of Respondent's HUB Subcontracting Plan (HSP) (> or = \$100K)		A/A	A/A	A/A	A/A			A/A	A/A				
20	CPP0430	Vendor Information Form (For each Contractor)		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
21	N/A	Debarred Vendor List		Y	Y	Y	Y	A/A	Y	Y	Y	Y	Y	Y	
22	N/A	System for Award Management (SAM)		Y	Y	Y	Y	A/A	Y	Y	Y	Y	Y	Y	
23	CPP0400	HHS Contract File Order of Documentation Checklist		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
24	N/A	Miscellaneous Correspondence / E-Mail Approvals		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	

Key:
Y = YES (Required)
A/A = As Applicable

I acknowledge that the above required documents have been provided in the order listed to PCS COS for the type of contract specified above.

Project/Contract/Manager: Trish Raines Date: 9/1/16

I attest that I reviewed the referenced original procurement/contract file and the required documentation/information is included.

COS Administrator: Trish Raines Date: 9/1/16

Revised 1-4-16

Correspondence

Raines,Trish (HHSC)

From: Raby,Jo (HHSC)
Sent: Wednesday, July 06, 2016 3:25 PM
To: Duke,Travis (HHSC)
Subject: RE: FP Signature Document -- Final

Looks good to me and I'll add it to the packet. Thank you!

Jo Raby

Contract and Administration
HHS Procurement and Contracting Services
1100 West 49th Street
214.02A
Austin, TX 78756
Mail Code 2020
E-mail: jo.raby@hhsc.state.tx.us
Phone: 512-406-2417; Fax: 512-406-2680

PCS welcomes your feedback and requests your assistance in disseminating information by completing the PCS Customer Survey at the following link:
http://www.surveymonkey.com/s.aspx?sm=rZZNiF849v5R6a35JY4xvA_3d_3d

From: Duke,Travis (HHSC)
Sent: Wednesday, July 06, 2016 11:42 AM
To: Raby,Jo (HHSC) <Jo.Raby@hhsc.state.tx.us>
Subject: FW: FP Signature Document -- Final

Jo,

Will the email below work?

From: Marrero,Luisa (HHSC)
Sent: Wednesday, July 06, 2016 11:41 AM
To: Duke,Travis (HHSC) <Travis.Duke@hhsc.state.tx.us>
Subject: FW: FP Signature Document -- Final

Here you go.

From: Marrero,Luisa (HHSC)
Sent: Wednesday, June 29, 2016 3:30 PM
To: French,Lesley (HHSC) <Lesley.French@hhsc.state.tx.us>; Duke,Travis (HHSC) <Travis.Duke@hhsc.state.tx.us>; Sorensen,Rebecca (HHSC) <Rebecca.Sorensen@hhsc.state.tx.us>; Baber,Gina (HHSC) <Gina.Baber@hhsc.state.tx.us>; Schneider,Becky (HHSC) <Becky.Schneider@hhsc.state.tx.us>
Subject: FP Signature Document -- Final

Here is the final Signature Document for the FPP Open Enrollment. This version is NOT in tracked changes so as to allow y'all to add in the needed information re: Contractor's name, address, not-to-exceed amount total, not-to-exceed amount CR, not-to-exceed amount FFS,

unduplicated clients. As requested yesterday, please make sure to "lock" the document for "tracked changes".

Thanks,
Luisa

Luisa P. Marrero

HHSC Contracts Attorney
Health and Human Services Commission
4900 North Lamar, 6th Floor
Austin, Texas 78751
[Tel:512-707-6129](tel:512-707-6129)